

03.20.12
120205

ADOPTED

TOWN OF RIVERHEAD

Resolution #205

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 88 ENTITLED
"SEWERS" OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 88 entitled, "Sewers" of the Riverhead Town Code once in the March 29, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF
RIVERHEAD
NOTICE OF PUBLIC
HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 17th day of April, 2012 at 7:05 o'clock p.m. to amend Chapter 88, entitled "Sewers" of the Riverhead Town Code.

Be it enacted by the Town Board of the Town of Riverhead as follows:

CHAPTER 88

SEWERS

§ 88-3. Filing of irrevocable letter of credit; insurance.

A. An authorized drainlayer shall file with the Town Clerk a proper and acceptable irrevocable letter of credit or other equivalent security in a form approved by the Town Attorney and adopted by resolution of the Town Board, in the amount of \$5,000, which irrevocable letter of credit or other equivalent security shall remain in full force and effect for at least one year from the date of the last work done by that particular drainlayer.

- Overstrike represents deletion(s)
- Underscore represents addition(s)

Dated: Riverhead, New York
March 20, 2012

**BY THE ORDER OF THE TOWN
BOARD OF THE TOWN OF
RIVERHEAD**

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 206

**ACCEPTANCE OF 2011 AUDITED
JUSTICE COURT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead authorized Albrecht, Viggiano, Zureck & Company, P.C. to conduct the audit of the records of the Town of Riverhead Justice Court for the ended December 31, 2011; and

WHEREAS, Albrecht, Viggiano, Zureck & Company, P.C. has audited the Justice Court and issued a report in accordance with Section 2019-a of the Uniform Justice Court Act.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby accepts the Justice Court Audit Report for the year ending December 31, 2011; and

THEREFORE BE IT FURTHER RESOLVED, that the Town Clerk provide a copy of this resolution to the Accounting Department.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120207

ADOPTED

TOWN OF RIVERHEAD

Resolution # 207

POLICE AUTOMOTIVE REPAIR

2012 BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Insurance recovery monies were received for a police vehicle involved in an accident; and

WHEREAS, the Chief of Police requests the money refund his Automotive Repair Expense account where monies were moved for the purchase of a new vehicle.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment:

	<u>FROM</u>	<u>TO</u>
001.092680.466000 Insurance Recovery	12,012.50	
001.031200.541500 Automotive Repairs		12,012.50

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Police and Accounting Departments.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120208

ADOPTED

TOWN OF RIVERHEAD

Resolution # 208

HAMLET PARK COMMUNITY PRESERVATION FUND
CAPITAL IMPROVEMENT PROJECT

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, The Resolution #132 adopted February 7, 2012 authorizes the public notice to consider the Town of Riverhead expenditure of Community Preservation Funds in the amount of 50,000 for the improvement and management of Hamlet Park property approved for acquisition by the County of Suffolk;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to establish the following budget adoption:

		<u>FROM</u>	<u>TO</u>
737.000000.499999	Fund Balance	50,000	
406.071100.523004.42076	Improvements		50,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the office of the Town Attorney.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No
Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120209

ADOPTED

TOWN OF RIVERHEAD

Resolution # 209

JUSTICE COURT ASSISTANCE PROGRAM
2012 STORAGE SYSTEM

CAPITAL IMPROVEMENT PROJECT

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Town of Riverhead received \$15,200 of funds from New York State Justice Court Assistance Program, along with a General Town transfer of \$13,714 for the purchase of a moveable storage system;

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board accept these grant funds from the Justice Court Assistance Program and authorize the Accounting Department to establish the following budget adoption:

		<u>FROM</u>	<u>TO</u>
406.013021.492299.40208	State Aid – JCAP	15,200	
406.095031.481001.40208	Transfer from General Town	13,714	
406.011100.524000.40208	Storage System		28,914

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Justice Court.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120210

ADOPTED

TOWN OF RIVERHEAD

Resolution # 210

**APPOINTS A CALL-IN RECREATION AIDE TO THE RIVERHEAD YOUTH
BUREAU'S MENTORING MATTERS PROGRAM**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, due to the resignation of the incumbent recreation aide, a vacancy exists in the Town of Riverhead's 2012 Mentoring Matters Program; and

WHEREAS, pending the result of a successfully completed background investigation, a recommendation of a suitable candidate has been made by the Youth Bureau Executive Director.

NOW, THEREFORE, BE IT RESOLVED that effective for March 26, 2012 this Town Board hereby appoints Ahmadoul Gaye to the position of Call-In Recreation Aide II at the hourly rate of \$10.30

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120211

ADOPTED

TOWN OF RIVERHEAD

Resolution # 211

ACCEPTS THE RESIGNATION OF A RECREATION AIDE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Bernice Brown, a Recreation Aide in the Town of Riverhead's Mentoring Matters Program, has tendered her resignation effective March 23, 2012.

NOW, THEREFORE, BE IT RESOLVED, this Town Board accepts the resignation of Bernice Brown effective the close of business March 23, 2012.

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120212

TABLED

TOWN OF RIVERHEAD

Resolution # 212

EXTENDS SPECIAL USE PERMIT FOR THEODORA COHEN
SINGLE FAMILY RESIDENCE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Resolution No. 247 of March 17, 2009, the Riverhead Town Board granted the special use permit petition of Theodora Cohen to allow the conversion of an existing storage building to a single family residential use upon real property located at East Main Street, Riverhead, New York, such real property more particularly described as Suffolk County Tax Map Numbers 0600-127-7-14 and 0600-127-7-24, and

WHEREAS, the Town Board conditioned its award to require the use commence within one year of the approval or expire and subsequently extended the permission to March 17, 2011 by Resolution No. 175 of March 2, 2010 in response to a timely request; and

WHEREAS, a second extension was granted in response to a timely request on March 1, 2011 by Resolution No. 158 to expire on March 17, 2012, , and

WHEREAS, the use has still not commenced within the prescribed time and the Town Board has been requested to extend the special permit use a third time by letter of March 13, 2012 which the Town Board desires to grant for another one year period, now

THEREFORE, BE IT RESOLVED, that the Town Board hereby extends the special use permit petition of Theodora Cohen for another (1) one year period to expire on March 17, 2013, and that this shall be the final extension; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Theodora Cohen or her agent, the Building Department, the Town Attorney, the Fire Marshal, the Accounting Department and that a copy be scanned on to the Town Hall Share Drive for future reference.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No
Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared TABLED

03.20.12
120213

ADOPTED

TOWN OF RIVERHEAD

Resolution # 213

AWARDS BID FOR 2012 FERTILIZER & LAWN CHEMICALS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for FERTILIZER & LAWN CHEMICALS for the Town of Riverhead and;

WHEREAS, 2 bids were received and opened at 11:05 am on FEBRUARY 24, 2012 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for FERTILIZER & LAWN CHEMICALS be and hereby is, awarded to ALL PRO HORTICULTURE & JOHN DEERE LANDSCAPES for prices on the attached pages;

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
BID PROPOSAL FORM
2012 FERTILIZER AND LAWN CHEMICAL BID**

ITEM	DESCRIPTION	UNIT COST	ALL PRO	JOHN DEERE
1	GRASS SEED 30% FINE FESCUE, 40% PENTUM P. RYE, 30% GOLDRUSH, KTY BLUE	1.11 LB.	XXXX	
2	RAZOR PRO-GAL 2X2.5 GAL CASE**	64.80 CS	XXXX	
3	ROUNDUP – GAL – 2X2.5 GAL CASE**	69.57/cs.		XXXX
4	BAYLETON 1% G-11.25 LB BAG	38.50 (15#BAG)	XXXX	
5	PELLETIZED LIME 40 LB BAG	3.78 BAG	XXXX	
6	PEAT MOSS 3.8 CU FT. BALE	11.20 BALE	XXXX	
7	SCOTTS 19-0-7 26% SCU .9% PENDIMETHALIN CRABGRASS CONTROL 46 LB BAG **	14.70 BAG	XXXX	
8	SCOTTS 18-0-9 29% SCU WEED & FEED 48 LB BAG **	17.48 40# BAG	XXXX	
9	ANDERSONS 15-0-5 W/ 2% MERIT 50 LB BAG **	24.80 BAG	XXXX	
10	24-0-11 40% PSCU 50 LB BAG	15.40 50# BAG	XXXX	
11	4-2-3 BIOBASIC ORGANIC 50 LB BAG	18.45/25# BAG		XXXX
12	ROOTS 15-3-8 ORGANIC 50 LB BAG	36.00 BAG		
13	STARTER 10-20-10 50 LB BAG	21.00 BAG	XXXX	
14	ACCLAIM EXTRA 2.5 GAL CONTAINER **	498.00 GALLON	XXXX	
15	WATER SOLUBLE 20-20-20 25 LB BAG	32.62/BAG		XXXX
16	OSMACOTE 15-9-12 5-6 MONTHS 40 LB BAG **	21.57/BAG		XXXX
17	TURFACE PRO LEAGUE SOIL CONDITIONER (REC. DEPT.)	13.75 BAG	XXXX	
18	GUIDE LIME IN 50# BAGS (REC.)	4.84 BAG	XXXX	
19	MOUND CLAY BLOCKS (304/PALLET)	644.93 PALLET		XXXX
20	TURFACE RED MOUND CLAY (50#BAG)	16.12 BAG		XXXX
21	PHC TERRA SORB MED.GRADE HYDRUGEL 1# JAR	10.50 1# JAR	XXXX	

TOWN OF RIVERHEAD

Resolution # 214

AWARDS BID FOR PROPANE FUEL 2012

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for PROPANE FUEL for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at 11:00 am on FEBRUARY 24, 2012 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for PROPANE FUEL be and hereby is, awarded to PECONIC PROPANE for the following delivered price. Targa @ Watkins Glen price plus +.32/per gallon.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120215

ADOPTED

TOWN OF RIVERHEAD

Resolution # 215

**AUTHORIZATION TO REJECT AND RE-PUBLISH ADVERTISEMENT FOR WORK
CLOTHES FOR THE TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for WORK CLOTHES bids were received on the opening date of FEBRUARY 24, 2012; and

WHEREAS, the bid was rejected because numerous necessary items were not bid on;

NOW THEREFORE BE IT,

RESOLVED, the Town Clerk is hereby authorized to republish and repost the following public notice in the MARCH 29, 2012 issue of the News Review.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed a certified copy of same may be obtained for the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No

Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the purchase of WORK CLOTHES for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:05 a.m. on APRIL 9, 2011.

Bid packets, including Specifications, may be obtained on line at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR WORK CLOTHES.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

Diane M. Wilhelm, Town Clerk

03.20.12
120216

ADOPTED

TOWN OF RIVERHEAD

Resolution # 216

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR HARDWARE ITEMS 2012
FOR THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **HARDWARE FOR THE TOWN OF RIVERHEAD** and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the MARCH 29, 2012 issue of the News Review and;

NOW THEREFORE BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the **HARDWARE ITEMS 2012** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on APRIL 9, 2012.**

Bid packets, including Specifications, may be obtained on line at www.riverheadli.com

or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m..

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR HARDWARE ITEMS 2012.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane Wilhelm, Town Clerk

03.20.12
120217

ADOPTED

TOWN OF RIVERHEAD

Resolution # 217

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR LUBRICANT ITEMS
FOR THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for LUBRICANT ITEMS FOR THE TOWN OF RIVERHEAD and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the MARCH 29, 2012 issue of the News Review and;

NOW THEREFORE BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of **LUBRICANT ITEMS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:10 a.m. on APRIL 9, 2012.**

Bid packets, including Specifications, may be obtained at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. or on our website at www.riverheadli.com.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BID OIL, LUBRICANTS AND FLUIDS 2012.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

03.20.12
120218

ADOPTED

TOWN OF RIVERHEAD

Resolution # 218

**RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION AIDE- VOLLEYBALL
OFFICIAL TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Recreation Aide-Volleyball Official is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective March 12, 2012 this Town Board hereby appoints Dennis Case to the position of Call-In Recreation Aide-Volleyball Official2, Level 2, to be paid the rate of \$11.36 per game and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120219

ADOPTED

TOWN OF RIVERHEAD

Resolution # 219

APPOINTS A CALL-IN GUARD – Level II TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Call-In Guard – Level II is needed by the Riverhead Town Recreation Department for work in recreation facilities,

NOW THEREFORE BE IT RESOLVED, that effective March 20th, 2012, this Town Board hereby appoints Patrick O'Neill to the position of Call-In Guard, Level 2, to be paid the rate of \$11.65 per hour and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 220

**APPOINTS SINNREICH, KOSAKOFF & MESSINA LLP AS SPECIAL COUNSEL IN THE
MATTER OF BRUD ROSSMAN V. ALLEN M. SMITH, ET. AL.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a law suit has been commenced by Brud Rossmann, pro se, as plaintiff naming Town Justice Allen M. Smith, Chief of Police Riverhead David Hegermiller, and Police Officer Kim Holt as defendants in the United States District Court of the Eastern District for the State of New York; and

WHEREAS, the law suit purportedly names Allen M. Smith, David Hegermiller, and Kim Holt, in their official capacities as Town Justice, Chief of Police and Police Officer, respectively; and

WHEREAS, Allen M. Smith has requested that the law firm of Sinnreich, Kosakoff and Messina, LLP be retained to appear to defend or appear on behalf of Allen M. Smith in the action entitled Brud Rossman v. Allen M. Smith, et. al.

WHEREAS, the Town Board has determined that the law firm of Sinnreich, Kosakoff and Messina, LLP is qualified and be retained to defend or appear on behalf of Allen M. Smith David Hegermiller, and Kim Holt, in the action entitled Brud Rossman v. Allen M. Smith, et. al. to serve the Town's needs.

NOW THEREFORE BE IT RESOLVED, that the law firm of Sinnreich, Kosakoff And Messina, LLP, be retained as special counsel or appear on behalf of Allen M. Smith David Hegermiller, and Kim Holt, in the action entitled Brud Rossman v. Allen M. Smith, et. al; and be it further

RESOLVED, that the Riverhead Town Board hereby approves the Supervisor executing a Retainer Agreements with Sinnreich, Kosakoff And Messina, LLP in a form satisfactory to the Town Attorney and subject to the terms and conditions of this resolution; and be it further

RESOLVED, that Sinnreich, Kosakoff And Messina, LLP be compensated at the rate of \$175.00 per hour, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Sinnreich, Kosakoff And Messina, LLP, 267 Carleton Avenue, Suite 301, Central Islip, New York 11722; and be it further

RESOLVED, that the Town Clerk is hereby directed to deliver a copy of this resolution to the Town Board, Town Attorney, Office of Accounting and the Personnel Dept; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☐Yes ☒No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120221

ADOPTED

TOWN OF RIVERHEAD

Resolution # 221

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN EASEMENT WITH
CABLEVISION (CSC ACQUISITION-NY, INC.) FOR BROADBAND SERVICES TO
THE SUFFOLK THEATRE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Cablevision wishes to enter onto the property of the Riverhead Public Parking District #1 to install broadband telecommunications services to the Suffolk Theatre, 118 East Main Street, Riverhead, County of Suffolk and State of New York, also known as SCTM # 0600-129-1-8.4; and

WHEREAS, the renovation of the Suffolk Theatre has the support of the Town Board; and

WHEREAS, the Town Board finds that installation of broadband telecommunications services to the Suffolk Theatre will enhance the reuse and redevelopment of the Suffolk Theatre.

NOW THEREFORE BE IT RESOLVED, that the Town Board, acting on behalf of Riverhead Public Parking District #1, the owner of the premises where the broadband telecommunications services to the Suffolk Theatre are proposed, authorizes the grant of an easement to Cablevision; and be it further

RESOLVED, that Supervisor is hereby authorized to execute the attached easement in substantially the same form or such other form that is found acceptable to the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Cablevision (CSC Acquisition -NY, Inc.), 111 Stewart Avenue, Bethpage, New York 11714-3581; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No

Wooten - **ABSTAIN** Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

CABLE EASEMENT

THIS AGREEMENT, made the ____ day of _____, 2012, the TOWN OF RIVERHEAD, a municipal corporation acting on behalf of the Riverhead Public Parking District # 1, with a principal place of business located at 200 Howell Avenue, Riverhead, New York 11901, (hereinafter referred to as the "Grantor") and Cablevision (CSC ACQUISITION-NY, INC.), a domestic corporation with a place of business located at 111 Stewart Avenue, Bethpage, New York 11714-3581, (hereinafter referred to as the "Grantee").

WITNESSETH:

1. That for and in consideration of ten (\$10.00) dollars, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee, an easement and right-of-way in, under, upon and through the premises of the Grantor for the purpose of enabling the Grantee to provide broadband telecommunications services, said property being located on the west side of East Avenue, north of and adjacent to Main Street, SR 25), Town of Riverhead, County of Suffolk and State of New York, more particularly described as follows:

A ten (10) foot wide strip running generally westerly 350 feet +/- from a point beginning on the westerly side of East Avenue;

Running thence in a southerly direction a distance of 350 feet +/- to the northerly side of Suffolk Theatre.

ANNEXED HERETO AND MADE PART HEREOF IS MAP MADE BY TOWN OF RIVERHEAD ENTITLED "PROPOSED CABLEVISION SERVICE TO SUFFOLK THEATRE, DATED MARCH 15, 2012."

2. Said easement is subject to the following terms and conditions:

A. The following definitions shall apply to this grant of easement:

“Maintain” shall mean alter, repair, replace, maintain, operate, restore or remove, whether structural or non-structural, foreseen or unforeseen, regular or periodic in accordance with all Laws and insurance requirements (which work shall also be deemed to include any derivation of “Maintain”); and

“Maintenance” shall be the conduct of the definition of Maintain.

B. This easement is granted for the purpose of enabling the Grantee to install, maintain, operate, inspect, repair, replace, and remove any and all equipment and facilities as Grantee may from time to time require to provide broadband telecommunications services. Such equipment and facilities shall include, but not be limited to, conduit, cables, drop wires, vaults, above ground markers, pedestals, amplifiers, line extenders, taps, power supplies, and other such equipment and appurtenances. The Grantee, its employees and contractors shall have the right to enter in and upon the premises for the purposes stated above, after prior written notice has been given to the Grantor of the anticipated date of the work (except in the event of an emergency) and at such a time and in such a manner, to the greatest extent reasonably practicable in accordance with good construction practice, as will minimize interference with the easement and with the business being conducted by Grantor upon its land surrounding and adjoining the easement.

C. Placement and maintenance of Grantee's equipment and facilities in the easement shall be performed at the Grantee's sole cost and expense.

D. If the Grantee, in exercising its rights under this Cable Easement, damages the Grantor's property, the Grantee shall restore said property, including but not limited to the

surface of the land, to the same condition as it was prior to the undertaking of any such work within thirty (30) days of completing such work, to the satisfaction of the Grantor. In addition, the Grantee agrees to guarantee the restoration and/or repair of the Grantor's property for a period of one (1) year. The Grantee shall have the right, from time to time, to remove or clear and keep clear any or all trees and other obstructions upon the easement or which extend into the easement area as in the judgment of Grantee may interfere with or endanger Grantee's equipment or facilities upon prior written notice and approval of the Grantor.

E. In the event that any of the Grantee's equipment and/or facilities situated upon the easement area impedes the Grantor's future use and development of said property such shall be removed and relocated by the Grantee within sixty (60) days of a written request by the Grantor. All costs and expenses to remove and relocate the Grantee's equipment and/or facilities shall be paid by the Grantee. If the Grantee removes and relocates its equipment and/or facilities the Grantee shall restore said property, including but not limited to the surface of the land, to the same condition as it was prior to undertaking such work, within thirty (30) days of completing such work, to the satisfaction of the Grantor. In addition, the Grantee agrees to guarantee the restoration and/or repair of the Grantor's property for a period of one (1) year.

F. The Grantor reserves unto itself and others to whom easements shall be granted the right to use the easement area for all purposes not inconsistent with this Cable Easement.

G. The Grantee acknowledges that the Grantor has not made any representations with respect to the adequacy or appropriateness of the easement area and that the Grantee is accepting the easement area "AS IS". The Grantee waives all claims against and releases the Grantor from any and all liability resulting from the Grantee's inability to use all or any portion of this easement, except as a result of the Grantor's negligence or willful failure to provide this easement or negligence or willful failure to comply with this Cable Easement.

H. The Grantee agrees to indemnify, defend and hold harmless the Grantor, its officers, employees and agents from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs, expenses, reasonable attorneys' fees and disbursements, suffered or incurred by the Grantor (including claims by third parties) arising out of or otherwise related to the Grantee or its officers, directors, employees, agents, contractors, customers, visitors, invitees, or licensees use, enjoyment, possession or maintenance, repair or restoration of the easement.

I. The Grantor represents and warrants to the Grantee that it has the full right, title, power and authority to grant this easement.

J. This Cable Easement, is subject to (i) all prior liens, encumbrances, restrictions and easements of record, (ii) all agreements with and rights of governmental authorities and public utilities, recorded or unrecorded, (iii) requirements of all applicable insurance bodies, (iv) reasonable rules and regulations promulgated by the Grantor and (v) laws, rules, regulations, ordinances and requirements of all applicable governmental authorities, including environmental and administrative consent orders, now or hereafter in effect. This Cable Easement shall (a) run with the lands, buildings and improvements affected hereby, (b) inure to the benefit of the Grantor and Grantee and their successors and assigns having an interest in the properties affected hereby, and (c) shall be binding on the parties hereto, their heirs, assigns and successors in title or interest in perpetuity.

K. The Grantee shall have the right to record this Cable Easement in the real property records at its own cost and expense and the Grantor shall sign such other documentation, if any, which is reasonably required to effect the recordation. The Grantee shall forward a recorded copy of this Cable Easement to the Grantor within seven (7) days of the filing of such.

L. It is agreed by the parties herein that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Cable Easement.

GRANTOR:

Town of Riverhead, acting on behalf of
Riverhead Public Parking District # 1

By: _____
Name: Sean M. Walter
Title: Supervisor
Date: _____

GRANTEE:

CSC Acquisition-NY, Inc.

By: _____
Name: Wayne Richardson
Title: S.V.P., Contract/Infrastructure
Management –NWM
Date: _____

STATE OF NEW YORK }
 } SS.:
COUNTY OF SUFFOLK }

On the _____ day of _____, in the year 2012, before me the undersigned personally appeared SEAN M. WALTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signatures on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public – State of New York

STATE OF NEW YORK }
 } SS.:
COUNTY OF NASSAU }

On the _____ day of _____, in the year 2007, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signatures on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public – State of New York

03.20.12
120222

ADOPTED

TOWN OF RIVERHEAD

Resolution # 222

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH THE MANORVILLE FIRE DISTRICT
(Data Sharing of GIS Data)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead has developed a geographic database file in the Town; and

WHEREAS, the Manorville Fire District desires to utilize the Town's geographic database in its geographic information system ("GIS") to locate existing building structures and utilities related to its fire protection functions; and

WHEREAS, the Town desires to cooperate with the Manorville Fire District; and

WHEREAS, the District desires to use the Town's geographic database file(s) in its geographic information system ("GIS") computer aided dispatch system (CAD) related to its fire protection functions;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the supervisor to execute an Agreement (copy attached hereto) between the Town of Riverhead and the Manorville Fire District; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Manorville Fire District, 16 Silas Carter Road, Manorville, New York 11949; and be it further

RESOLVED that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No
Wooten ☒ Yes ☐ No

Gabrielsen ☒ Yes ☐ No
Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

AGREEMENT

for

Data Sharing of GIS Data

This Agreement is made by and between the Town of Riverhead ("Town"), a municipal corporation of the State of New York, located at 200 Howell Avenue, Riverhead, New York, and the

Manorville Fire District ("District"), a municipal corporation of the State of New York, located at 16 Silas Carter Road, Manorville, New York 11949.

Whereas, the Town has developed a geographic database file in the Town; and

Whereas, the District desires to use the Town's geographic database file(s) in its geographic information system ("GIS")/computer aided dispatch system (CAD) related to its fire protection functions; and

Whereas, the Town desires to cooperate with the District and provide the Town's GIS database file subject to and with the caveat that the District shall not have access to or connection with the Town's enterprise GIS systems or such other computer technology systems of the Town; and

Now Therefore, for the mutual promises contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Data Sharing and Data Distribution

The Town will provide to the District the following GIS data ("Data") located only within the Town boundaries in an ESRI digital shapefile on a compact disc (CD) on or about April 1, 2012 and each succeeding year of this agreement

- a. Planimetric Features (polygon file roadways, large building footprints, sports fields etc.)
- b. Street centerlines (line file road names only. Geocoding is not entirely available)
- c. Fire hydrant locations (point file schematic Riverhead Water District locations only)
- d. Water main locations (line file schematic Riverhead Water District locations only)
- e. Pine barrens boundaries (polygon outline of said features)
- f. Points of interest (point file with common name of sites)
- g. Parks and Recreation locations (polygon file parcel boundaries)
- h. Fire District Boundaries (polygon file boundaries)
- i. Riverhead Volunteer Ambulance District Boundary (polygon file boundary)

2. Town Use of Data

- a. The Town grants to the District a non-exclusive license to use the Data in its GIS for fire protection and CAD system viewing purposes only.
- b. The District agrees that it will not transfer, distribute or sell the Data, in its original form provided by the Town or any amended version of the Data as provided by the Town or District, to the public or any other entity.

3. As set forth in provision (2)(b) above, the District shall not transfer to any other entity, distribute or sell the Data for any purposes and the use of the Data is limited to use necessary to perform Fire District functions. The District shall advise the Town's Engineering/GIS Department as to any inquiries made to the District for copies of the Data. In the event the District violates this provision and provision 2(b) with respect to transfer, distribution or sale of the Data, the District shall pay the Town the sum of \$5000.00 for every breach of this provision of this agreement.

4. Severability

It is expressly agreed that if any term or provision of this MOU, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this MOU shall be valid and shall be enforced to the fullest extent permitted by law.

6. Merger; No Oral Changes

It is expressly agreed that this MOU represents the entire agreement of the parties, that all previous understandings are merged in this MOU. No modification of this MOU shall be valid unless written in the form of an Amendment and executed by both parties.

7. Section Titles

The section titles in this MOU are for convenience only and have no legal or contractual effect.

8. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

9. Term of MOU

The term of this MOU shall commence on April 1, 2012 and shall continue until April 1, 2013. This MOU may be terminated at the option of the Town or the District at any time. This MOU may also be extended by mutual consent of the Town and the District, by amendment to this MOU

10. Notices and Contact Persons

- a. Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this MOU shall be in writing and shall be given to the Town or the District or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Town:

By First Class or Certified Mail, return Receipt Requested in Postpaid Envelope or by Courier Service or by Fax or by Email

Town of Riverhead
Engineering Department/GIS
1295 Pulaski Street
Riverhead, New York 11901
Att. Robert Hubbs, GIS Supervisor
Tel 631 727-3200 ext 628

For the District:

By First Class or Certified Mail, return Receipt Requested in Postpaid Envelope or by Courier Service or by Fax or by Email

Manorville Fire District
16 Silas Carter Road
Manorville, New York 11949
Att.
Tel: 631-878-6614

- b. In the event the District receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third part defendant) to a lawsuit or any legal proceeding related to this MOU, the District shall immediately forward to the Town Attorney, at the addresses set forth above, copies of all papers filed by or against the District.
- c. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close In Suffolk Town, New York.
- d. Each party shall give prompt written notice to the other party of the appointment of successors) to the designated contact person(s) or his or her designated successor(s).

11 No Intended Third Party Beneficiaries

This MOU is entered into solely for the benefit of Town and the District No third party shall be deemed a beneficiary of this MOU, and no third party shall have the right to make any claim or assert any right under this MOU.

12. Limitation of Liability

The Town makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Data was developed for governmental use by the Town. The Town makes no representations as to the accuracy, completeness, reliability, usability, or suitability for any purpose of the data or information contained or furnished in connection herewith and the Town shall be under no liability whatsoever for any use made thereof.

The Town shall not be liable for indirect, special, incidental, or consequential damages related to the District's use of the Data.

13. Entire Agreement

This MOU expresses the final agreement and understanding between the parties regarding the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect.

In Witness Whereof, the parties have caused this MOU to be executed as of the date signed by the last party as indicated below:

Town of Riverhead

By: _____

Name:

Title: Town Supervisor

Date: _____

Manorville Fire District

By: _____

Name:

Title: Chairman, Board of Commissioners

Date: _____

TOWN OF RIVERHEAD

Resolution # 223

**AUTHORIZES THE TOWN ATTORNEY TO ORDER AN APPRAISAL FOR
REAL PROPERTY DESCRIBED AS SCTM #0600-129-4-8**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Sewer District is contemplating expansion of the Defriest Pump Station located on McDermott Street, Riverhead, NY; and

WHEREAS the Town of Riverhead Sewer District seeks to determine the value of property located at SCTM #0600-129-4.8 ("subject property") for possible acquisition of the subject property for purposes of expansion of the Defriest Pump Station; and

WHEREAS, it is necessary to obtain an appraisal of the subject property in order to determine the value; and

NOW THEREFORE BE IT RESOLVED, that the Town Board, acting on behalf of the Sewer District, hereby authorizes the Office of the Town Attorney to retain the services of a licensed real estate appraiser to determine the value of property described as SCTM #0600-129-4-8; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12 TABLED
05.16.12 UNTABLED
05.16.12 WITHDRAWN

03.20.12
120224

TOWN OF RIVERHEAD

Resolution # 224

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
EATON CORPORATION FOR EMERGENCY BATTERY SYSTEM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Police Department/Justice Court Building requires continuous operation due to the nature of the building's activities;

WHEREAS, the Town of Riverhead Police Department/Justice Court Building requires an uninterrupted power source to facilitate continuous operation; and

WHEREAS, the Proactive Battery System protects the subject building in the event of a power failure and allows the building to continue operation until the emergency generator is activated; and

WHEREAS, the Eaton Corporation is ready, willing and able to continue to provide maintenance of the Proactive Battery System.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached renewal agreement with Eaton Corporation regarding emergency battery system service for one year in the amount of \$5,075.00; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Garry Luerssen, 407 East Main Street, Ste 2, PO Box 255, Port Jefferson, New York 11777; the Town Engineering Department; and the Office of the Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared **TABLED**

05.16.12

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #224 was **UNTABLED**

THE VOTE:

YES – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

NO – 0

Immediately thereafter on a motion by Councilman Gabrielsen, seconded by Councilwoman Giglio, resolution #224 was **WITHDRAWN**

THE VOTE:

YES – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

NO – 0

03.20.12
120225

ADOPTED

TOWN OF RIVERHEAD

Resolution # 225

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR EPCAL RECREATION
FACILITY BALLFIELD IMPROVEMENT PROJECT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for EPCAL Recreation Facility Ballfield Improvement Project.

NOW THEREFORE BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the March 29, 2012 issue of the News Review; and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for EPCAL RECREATION FACILITY BALLFIELD IMPROVEMENT PROJECT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on April 18, 2012 at which time they will be publicly opened and read aloud.

Bid specifications, may be obtained on or about April 3, 2012, on the website at www.riverheadli.com, or at the Office of the Town Clerk at Town Hall, Monday through Friday, between the hours of 8:30 am and 4:30 pm.

Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope bearing the designation **BID FOR EPCAL RECREATION FACILITY BALLFIELD IMPROVEMENT PROJECT**. **The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk by the date and time so specified.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 226

**AUTHORIZES SUPERVISOR TO EXECUTE AMENDED AGREEMENT WITH
RIVERHEAD YOUTH SPORTS, INC FOR REFEREE/UMPIRE SERVICES FOR TOWN
OF RIVERHEAD POLICE ATHLETIC LEAGUE GIRLS AND BOYS LACROSSE AND
FOOTBALL PROGRAM FOR 2012 CALENDAR YEAR**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution #130 adopted by the Riverhead Town Board on February 7, 2012, the Supervisor was authorized to enter into an agreement with Riverhead Youth Sports, Inc. for referee services for 2012 Girls Lacrosse, 2012 Boys Lacrosse, and 2012 Football Program(s) part of and affiliated with Town of Riverhead Police Athletic League in an amount not to exceed \$1920.00, \$3060.00 and \$7000.00, respectively; and

WHEREAS, such agreement with Riverhead Youth Sports, Inc. requires an amendment to increase referee fees regarding 2012 Boys Lacrosse from \$3060.00 to \$3300.00; and

WHEREAS, the County of Suffolk PAL creates the football league rosters for numerous towns, including the Town of Riverhead PAL Football League, and requires that all PAL leagues register with Payment Processing, Inc.; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2012 Girls Lacrosse, 2012 Boys Lacrosse, and 2012 Football Program(s) part of and affiliated with Town of Riverhead Police Athletic League and in an amount not to exceed \$1920.00, \$3300.00 and \$7000.00, respectively and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Office of Accounting.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No
Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**AMENDED AGREEMENT BETWEEN TOWN OF RIVERHEAD ON BEHALF OF
TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE AND
RIVERHEAD YOUTH SPORTS, INC.**

THIS AGREEMENT made and entered into this ____ day of March 2012, by and between the Town of Riverhead, a municipal corporation duly existing under the laws of the State of New York, (hereinafter referred to as the "Town"), with its principal place of business located at 200 Howell Avenue, Riverhead, NY and Riverhead Youth Sports, Inc., having an address at P.O. Box 888, Riverhead, NY 11901.

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

WHEREAS, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2012 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

WHEREAS, by Resolution # ____ adopted on March 20, 2012, that the Town Board authorized the supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2012 Girls Lacrosse, 2012 Boys Lacrosse, and 2012 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$1920.00, \$3300.00 and \$7000.00, respectively, and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1. Purpose:

The purpose of this Agreement is to contract with Riverhead Youth Sports, Inc. to provide and arrange for officiating services for the girls and boys lacrosse programs and football program offered as part of and affiliated with the Town of Riverhead Police Athletic League to increase the public health, safety, and quality of life for the youth of the Town of Riverhead. The extent of the Town's payment for services hereunder to Riverhead Youth Sports, Inc. is intended to provide social and recreational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.

SECTION 2. Scope of Work:

Riverhead Youth Sports, Inc. shall provide and arrange for officiating services for the 2012 Girls and Boys Lacrosse and the Boys Football(s) Program offered to the youth of Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on February 15, 2012 and expire at the end of the 2012 Town of Riverhead Police Athletic League Boys Football season.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse or provide *payment the Riverhead Youth Sports, Inc. for a sum of money not to exceed \$1920.00 for 2012 Girls Lacrosse; \$3300 for the 2012 Boys Lacrosse and \$7000.00 for 2012 Football Program to provide and arrange for officiating services for said program(s) that are part of and affiliated with the Town of Riverhead Police Athletic League during the contract period. Riverhead Youth Sports, Inc. may submit vouchers seeking payment or reimbursement for monies spent on officiating services on a biweekly or monthly basis during the contract period. *To the extent that Riverhead Youth Sports, Inc. seeks payment prior to completion of officiating services, Riverhead Youth Sports, Inc. shall be required to provide the Town with documentation to substantiate costs related to such services within 60 days. It is agree and understood that consideration is limited to payment or reimbursement of monies/costs related to officiating services and no additional costs, charges, or fees are permitted under this agreement.

SECTION 5. Relationship:

The Town and Riverhead Youth Sports, Inc. intend that an independent contractual relationship be created by this contract. The Riverhead Youth Sports, Inc. is not considered to be an employee of the Town for any purpose and neither the Riverhead Youth Sports, Inc. nor any employee of the Riverhead Youth Sports, Inc. shall be entitled to any of the benefits the Town provides for the Town's employees, including, but no limited to, health insurance, sick or annual leave, or workers compensation. The Riverhead Youth Sports, Inc. specifically represents and stipulates that the Riverhead Youth Sports, Inc. is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the Riverhead Youth Sports, Inc. is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the Riverhead Youth Sports, Inc. fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendment, Modifications:

The Town and Riverhead Youth Sports, Inc. may, agree from time to time, to change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The Riverhead Youth Sports, Inc. shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the Town.

SECTION 9. Reports and Information:

The Riverhead Youth Sports, Inc., at such times as and in such form as the Town may require, shall furnish the Town such periodic reports, including an accounting for the expenditures of Town funds, as it may request pertaining to the work of services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Liability and Indemnification:

The Riverhead Youth Sports, Inc. agrees to hold the Town harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the Riverhead Youth Sports, Inc. or the Riverhead Youth Sports, Inc. officials or agents in providing the services called for under this agreement.

SECTION 11. Severability:

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portion.

IN WITNESS WHEREOF, the Town and the Riverhead Youth Sports, Inc. have executed this contract agreement as of the date and year last written below:

TOWN OF RIVERHEAD:

Supervisor

Date

Attest:

Town Clerk

Town Attorney

Riverhead Youth Sports, Inc

Riverhead Youth Sports, Inc President

Date

TOWN OF RIVERHEAD

Resolution # 227

**AUTHORIZES THE OFFICE OF THE FINANCIAL ADMINISTRATOR TO CREATE
ACCOUNT FOR SANITATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #572 adopted on July 19, 2011, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for credit card payment processing, debit card payment processing and electronic check payment processing for the benefit of the general public at various Town departments, offices and facilities; and

WHEREAS, the Town received numerous responses to the Request for Proposals from qualified parties; and

WHEREAS, by Resolution #929 adopted on December 20, 2011, the Town Board awarded Merchant Services Inc. d/b/a EVO Merchant Services and Systems East, Inc. the contract to provide credit card payment processing, debit card payment processing and electronic check payment processing for the benefit of the general public at various Town departments, including the Sanitation Department; and

WHEREAS, pursuant to the terms of the Professional Services Agreement between the Town and EVO Merchant Services and Systems East, Inc., the Town, through the Office of the Financial Administrator, shall create accounts for various Town departments to accept and record receipt of fees and payments related to the credit/debit card transactions and electronic check transactions.

NOW THEREFORE BE IT RESOLVED that the Town Board hereby authorizes the Office of the Financial Administrator to establish a dedicated account for the Sanitation Department to accept and record receipt of fees and payments related to the credit/debit card transactions and electronic check transactions; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 228

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
ISLAND URGENT MEDICAL CARE, P.C.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead requires the ability to obtain certain medical test results for all Town employees whenever warranted; and

WHEREAS, Island Urgent Medical Care, P.C. has the qualifications, experience and resources to provide such services to the Town.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Supervisor to execute an agreement with Island Urgent Medical Care, P.C. in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Island Urgent Medical Care, Inc., Daniel Ferrara, MD, Pres., 88 Arkay Drive, Hauppauge, NY 11788; Town Personnel Officer; and the Office of the Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made this ____ of March, 2012, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Island Urgent Medical Care, P.C., 88 Arkay Drive, Hauppauge, New York 11788, a corporation existing under the laws of the State of New York (hereinafter referred to as "Consultant").

In consideration of the mutual promises herein contained, Town of Riverhead and Consultant agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in the Services Authorization Form, Schedule B (attached hereto and made a part hereof), during the Consultant's regular business hours as outlined in Schedule D (attached hereto and made a part hereof) and at Consultant's Riverhead office practice, located at 1228 East Main Street, Riverhead New York. Town understands that Schedule D is subject to change upon the Consultant's sole discretion and upon notification to Town. Services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TOWN DUTIES

The Town agrees to inform its Employees of Consultant's office locations and hours and that Town has designated Consultant as a non-exclusive medical provider. Town agrees that it shall be responsible for completing and signing Schedule B, on behalf of any Employee interested in receiving Consultant's services and shall require Employee to submit the same to Consultant prior to receiving services outlined in Schedule B.

3. TERM OF AGREEMENT

The Agreement shall commence on March 9, 2012 and terminate on March 9, 2013, unless terminated sooner as provided herein.

4. PAYMENT

For these services, Town will pay Consultant at the rates set forth in the attached Schedule A. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in Schedule A. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached Schedule A. Invoices for services and reimbursable expenses shall be submitted on a monthly basis and contain the following statement signed by Consultant, or its designated officer or authorized

representative: "I hereby certify, to the best of my knowledge, that Provider has submitted a correct invoice, and that all items invoiced are based upon services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by a description of services rendered pursuant to Schedule B. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

5. RIGHTS TO DOCUMENTS OR DATA

Consultant and Town shall keep all information and data related to this Agreement in confidence and shall not disclose or use it for any purpose other than in performing this Agreement, except with the other party's prior written approval.

6. PUBLICITY

Consultant shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant. Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board.

7. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Agreement may not be subcontracted nor assigned without, in each case, the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

8. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement based upon actual services rendered to the point of the notice of termination.

9. RECORDS AND HIPAA

Consultant shall keep accurate patient records in accordance with all applicable laws, rules and regulations, including the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) ("HIPAA"). In addition, simultaneous with the execution of this Agreement, the parties agree to enter into a HIPAA Business Associate Agreement, attached hereto and incorporated herein as Schedule C.

10. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

11. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Safura Gangat, Esq., c/o Island Urgent Medical Care, P.C., 88 Arkay Drive, Hauppauge, New York 11788.

12. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that Consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement.

13. INSURANCE, INDEMNITY AND LIABILITY

Consultant and Town agree to carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Unless caused by willful misconduct or

negligence, the parties hereby indemnify and agree to hold one another and their respective, officers, agents and employees, harmless against any and all claims, actions or demands against one another, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions under this Agreement.

14. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

15. DISCLOSURE

The Town shall have the right, in its discretion, to disclose the terms and conditions of this Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

16. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with its terms.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN OF RIVERHEAD

ISLAND URGENT MEDICAL CARE, PC

By: Sean M. Walter

By: Dr. Daniel R. Ferrara

Title: Town Supervisor

Title: President

DATE: _____

DATE: _____

SCHEDULE B

EMPLOYER'S AUTHORIZATION FOR MEDICAL CARE

(Please fill out so employee can bring with them to their visit)

Employee First Name _____ **Last Name** _____

Company Name _____

Contact Person _____

Contact Phone # _____

Responsible Party: **Patient** _____ **Company** _____

Comments: _____

Services to be performed (please check the appropriate boxes):

Drug Testing

Pre-employment _____

Random _____

Post Accident _____

Reason To Suspect _____

Return to Duty _____

Follow-up _____

Alcohol Testing

Pre-employment _____

Random _____

Post Accident _____

Reason to Suspect _____

Return to Duty _____

Follow-up _____

Physical Exams

Immunizations

DOT Phys Exam _____

Flu _____

Respirator Medical Phys _____

Tetanus _____

HEP B _____

Other _____

Other Services:

Urgent Care _____

Worker's Comp _____

Other: _____

Authorized By:

Name (please print): _____ **Date:** _____

SCHEDULE C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into on this ____ day of March, 2012 (the "Effective Date"), between **Island Urgent Medical Care, P.C.** (the "Covered Entity" or the "Practice") and the **Town of Riverhead**, a municipal corporation existing under the laws of New York (also known as the "Business Associate"), together with the original Agreement dated the ____ day of ____, 2012, shall hereinafter be referred to as "the Agreement." This Business Associate Agreement is entered into pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated by the United States Department of Health and Human Services thereunder ("HIPAA regulations") and the Health Insurance Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").

WITNESSETH:

WHEREAS, the Covered Entity, a medical practice licensed in the State of New York qualifies as a "Covered Entity" as defined in 45 C.F.R. §160.103, under the terms of HIPAA.

WHEREAS, the Covered Entity shall make available and/or transfer to Business Associate certain Protected Health Information, as that term is defined at 45 C.F.R. §164.501 and Electronic Protected Health Information ("EPHI") as that term is defined in 45 C.F.R. §160.103, in connection with services that are being provided by the Covered Entity, that is confidential and subject to protection under HIPAA, the HIPAA regulations (HIPAA and HIPAA regulations collectively shall be referred to as "HIPAA") and the HITECH Act.

WHEREAS, the Business Associate will have access to, and/or receive from the Covered Entity, certain Protected Health Information, that can be used or disclosed only in accordance with this Agreement, the HIPAA regulations, HIPAA and the HITECH Act.

WHEREAS, on behalf of the Covered Entity, the Business Associate will receive, maintain or transmit Electronic Protected Health Information, and ensure its integrity, availability and confidentiality in accordance with this Agreement and HIPAA.

WHEREAS, the Covered Entity and Business Associate desire to define and identify their permitted use and disclosure of Protected Health Information and to define how to maintain the confidentiality, integrity and availability of Electronic Protected Health Information.

NOW, THEREFORE, in consideration of the mutual agreements, undertakings, representations and warranties hereinafter set forth, the parties hereby agree as follows:

1. DEFINITIONS

- 1.1 General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations in effect or as amended from time to time.

1.2 Specific.

- a. Breach. "Breach" shall have the same meaning as the term "breach" in the HITECH Act, Section 134000(1).
- b. Electronic Health Record. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 134000(5).
- c. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.
- d. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in the HITECH Act, Section 13402(h)(1).

2. PERMITTED USE AND DISCLOSURES BY BUSINESS ASSOCIATE

- 2.1 Business Associate agrees to not use or further disclose Protected Health Information provided or made available to it by the Covered Entity for any purpose other than as permitted or required by this Agreement or as required by law. Business Associate shall comply with the provisions of this Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA and the HITECH Act that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.
- 2.2 Business Associate shall be permitted to use or disclose Protected Health Information to perform its obligations under this Agreement as long as the Agreement is in effect.
- 2.3 Business Associate shall be permitted to use Protected Health Information that it receives in its capacity as Business Associate if necessary, for its proper management and administration or to carry out its legal responsibilities provided that such disclosure is permitted under state and federal confidentiality laws.
- 2.4 Business Associate shall be permitted to use and disclose Protected Health Information that it receives in its capacity as Business Associate if necessary, to provide data aggregation services relating to the health care operations of the Covered Entity.
- 2.5 Business Associate shall be permitted to disclose to third parties Protected Health Information that it receives in its capacity as a Business Associate, for its proper management and administration or to carry out its legal responsibilities provided it receives reasonable assurances from the person to whom the information is disclosed

that: (i) the information will be held confidentially and used or further disclosed only as required by law or, for the purpose for which the information was disclosed and (ii) it shall immediately notify the Business Associate of any instance that it is aware that the confidentiality of the information has been breached.

III. RESPONSIBILITIES OF THE PARTIES

- 3.1 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as permitted by this Agreement. Business Associate shall maintain and implement appropriate administrative, physical and technical safeguards to prevent unauthorized use or disclosure of Protected Health Information to prevent unauthorized parties from having access to or, modifying or copying Protected Health Information and to reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- 3.2 Business Associate shall require all of its subcontractors and agents that receive, create, transmit or use or have access to Protected Health Information and Electronic Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information and Electronic Protected Health Information that apply to the Business Associate pursuant to this Agreement.
- 3.3 Business Associate shall promptly report in writing to the Covered Entity and not more than five (5) days of its discovery of any unauthorized use or disclosure of Protected Health Information not permitted or required by this Agreement or of any security incident relating to Electronic Protected Health Information, of which it becomes aware.
- 3.4 Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a security incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such security incident or Breach as well as a description of what happened, the type of Unsecured Protected Health Information that were involved, what the Business Associate is doing to investigate the Breach, or the security incident and the steps taken by the Business Associate to mitigate any harmful effect known by it to have occurred as a result of the breach of this Agreement.
- 3.5 Upon notice of the Business Associate's breach or violation of its obligations, Covered Entity shall take reasonable steps to cure the breach or end the violation, as applicable.

- 3.6 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate or its employees, officers or agents in violation of the requirements of this Agreement (including, without limitation, any security incident or Breach of Unsecured Protected Health Information) and to protect against any further Breaches. Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Agreement and/or any security incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the individual, a regulatory body or any third party required under HIPAA, the HITECH Act or any other Federal or State laws, rules or regulations; provided that any such reports or notices shall be subject to the prior written approval of Covered Entity. Notwithstanding anything in this section to the contrary, Business Associate may delay notification of a Breach of a Unsecured Protected Health Information to Covered Entity in the event Business Associate is instructed to do so by a law enforcement official.
- 3.7 Notwithstanding anything in the Agreement to the contrary, Covered Entity may terminate the Agreement immediately if any term under this Agreement is violated or breached and such violation or breach cannot otherwise be cured within the time specified by Covered Entity. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- 3.8 Any non compliance by Business Associate with this Agreement or the HHS Privacy Regulations will automatically be considered to be a ground for breach, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.
- 3.9 If Business Associate is maintaining Protected Health Information in a Designated Record Set as that term is defined under 45 CFR §164.501, Business Associate agrees to provide access to an Individual or the Covered Entity, at the request of Covered Entity, in order to meet the requirements under 45 CFR §164.524.
- 3.10 If Business Associate is maintaining Protected Health Information in a Designated Record Set, Business Associate agrees to incorporate any amendments or corrections to Protected Health Information at the request of the Covered Entity or an Individual.
- 3.11 Business Associate shall make available to the Covered Entity or an Individual the information required for an accounting of disclosures of Protected Health Information and Electronic Protected Health Information in accordance with HIPAA and the HITECH Act.
- 3.12 Covered Entity agrees to provide Business Associate with any changes in, or revocation of, permission by an individual to disclose Protected Health Information, if such changes affect Business Associate's permitted uses and disclosures and Business Associate agrees to comply with such changes.
- 3.13 Business Associate agrees upon prior written request, to make available within two (2) days, during normal business hours at Business Associate's offices all records, books, amendments, policies and procedures relating to the use or disclosure of Protected Health Information to the Covered Entity for purposes of enabling the Covered Entity to

determine the Business Associate's compliance with the terms of this Agreement.

- 3.14 Business Associate agrees to make its internal books, records and practices relating to the use and disclosure of Protected Health Information received from or, created by or, received by the Business Associate on behalf of the Covered Entity available to the Secretary of the HHS for the purpose of determining the Covered Entity's compliance with the Privacy Rule.
- 3.15 Business Associate does not acquire any ownership or any other right or title in the Protected Health Information or Electronic Protected Health Information data (other than its non-exclusive right of possession and use for purposes of fulfilling its legal obligations).
- 3.17 Business Associate shall disclose to its subcontractors, agents or third parties, and request from the Covered Entity, only the minimum amount of Protected Health Information or Electronic Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- 3.18 Business Associate agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement, the HITECH Act or HIPAA.
- 3.19 Covered Entity agrees not to request Business Associate to use or disclose Protected Health Information and Electronic Protected Health Information in any manner that would not be permissible under HIPAA and the HITECH Act.

IV. MISCELLANEOUS

- 4.1 Any reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.
- 4.2 Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.
- 4.3 The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- 4.4 The respective rights and obligations of Business Associate and the Covered Entity hereunder shall survive termination of the Agreement.
- 4.5 Upon willful misconduct, the Business Associate will indemnify and hold the Practice (including Practice's Board of Directors, individually and collectively, and its officers, owners, members, employees, agents and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorney's fees and punitive damages which may arise against the Practice as a result of any violation of this Agreement.
- 4.6 This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to, or,

a waiver of any right or remedy as to subsequent events.

- 4.7 It is expressly understood and agreed by the parties that any inconsistency or conflict between this Agreement and the Agreement shall be determined in every instance in favor of this Agreement except as otherwise set forth herein. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy and Security Rules. In all other respects, the Agreement, as previously entered into, shall continue in full force and effect according to its terms. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the day, month and year first above written.

Island Urgent Medical Care, P.C.

Town of Riverhead

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Address: 88 Arkay Drive

Hauppauge, NY 11788

Address: 200 Howell Avenue

Riverhead, New York 11901

SCHEDULE D

CONSULTANT HOURS OF OPERATION

1228 East Main Street, Riverhead NY

(subject to change by Consultant)

Sunday	8:00 am	-	12:00pm
Monday	8:00am	-	7:30pm
Tuesday	8:00am	-	7:30pm
Wednesday	8:00am	-	3:30pm
Thursday	8:00am	-	6:00pm
Friday	8:00am	-	3:30pm
Saturday	8:00am	-	2:00pm

SCHEDULE A

ISLAND URGENT MEDICAL CARE, P.C.

Effective January 2012

CORPORATE SERVICES AND FEES

CLIENT: Town of Riverhead

PLEASE INITIAL THE SERVICES AUTHORIZED BELOW:

CATEGORY	SERVICE DESCRIPTION	BILLING CODE	FEE	INITIALS
OFFICE VISITS - PHYSICALS	Employee Physical - General physical exam includes: vital signs, physical exam, visual acuity, whisper test, EKG, dipstick urinalysis, spirometry, range of motion, and venipuncture)	99804	\$ 150	
	DOT Physical without PPD, with certificate	99852	\$ 70	
OFFICE TESTS	Chest Xray	71020	\$ 75	
	Lumbar Spine X-Ray (3 views)	72100	\$ 65	
	Audiogram (Hearing test)	92550	\$ 25	
	EKG (Electrocardiogram), Resting w/ Interp	93000	\$ 25	
	Treadmill / Stress Test	93015	\$ 300	
	PFT (Pulm. Function Test/Spirometry)	94620	\$ 25	
OFFICE SERVICES OTHER	Venipuncture (blood collection and handling)	36415	\$ 25	
	Influenza (flu) vaccination	90658	\$ 25	
	Tetanus Injection	90703	\$ 25	
	MMR Injection	90707	\$ 65	
	Hep B injection Each, series of 3, under 19 yrs	90744	\$ 65	
	Hep B injection Each, series of 3, 19 yrs & over	90746	\$ 75	
	PPD only (TB skin test)	86580	\$ 15	
LAB SERVICES	Blood Chemistry Panel	80053	\$ 25	
	Urinalysis performed in office	81003	\$ 25	
	CBC (Complete Blood Count) in off	85025	\$ 25	
	HIV AB Screen	86701	\$ 25	
	Varicella Titer	86787	\$ 25	
	Hepatitis C Antibody Test	86803	\$ 65	
	ABO/Rh Blood Type	86901	\$ 25	
	Drug Test	99806	\$ 20	
	Alcohol Test	99807	\$ 25	
	Alcohol Test Confirmation	99808	\$ 25	
OTHER SERVICES	Blood Pressure Test	-----	No Charge	

TOWN OF RIVERHEAD

Resolution # 229

**DECLARES CTR DEVELOPMENT LLC IN DEFAULT REGARDING
THE SUBDIVISION ENTITLED "MAP OF DEMCHUK ESTATES"**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Planning Board, by Resolution #4 dated January 4, 2007, approved the final plat subdivision map entitled "Map of Demchuk Estates"; and

WHEREAS, CTR Development LLC has posted Bank of Smithtown Irrevocable Letter of Credit #100370 in the amount of \$515,000.00, representing performance security for the improvements to be completed within the subdivision; and

WHEREAS, by Resolution #485 dated May 16, 2007, the Riverhead Town Board did accept Bank of Smithtown Irrevocable Letter of Credit #100370 in the amount of \$515,000.00, representing performance security for the improvements to be completed within the subdivision; and

WHEREAS, CTR Development LLC has failed to renew or keep current the above referenced performance security, which shall expire on April 3, 2012; and

WHEREAS, CTR Development LLC is in default in connection with said subdivision.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Riverhead Town Board hereby declares CTR Development LLC in default and calls upon CTR Development LLC to renew or keep current the aforementioned performance security and to perform in all respects, all road and drainage improvements within the subdivision entitled "Map of Demchuk Estates" or reimburse the Town for the costs and damages which the Town may sustain by reason of failure of default, and for any and all costs associated with corrective action the Town takes in the interest of protecting the health, safety and well being of the community and its residents; and be it further

RESOLVED, that the Town Attorney is hereby directed to present Bank of Smithtown Irrevocable Letter of Credit #100370 in the amount of \$515,000.00 for payment by reason of default of CTR Development LLC; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Michael R. Strauss, Esq., Attorney for CTR Development LLC, 1303 Main Street, Suite 4, Port Jefferson, NY, 11777; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio - **ABSTAIN** Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120230

ADOPTED

TOWN OF RIVERHEAD

Resolution # 230

**AUTHORIZES THE APPROPRIATION OF FUNDS FOR LOCAL PATRIOTIC
ORGANIZATIONS PURSUANT TO TOWN LAW §64 (13)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Town Board of the Town of Riverhead seeks to recognize the historic accomplishments achieved through the collective service and personal sacrifice of the citizens who served in uniform and those at home who supported them; and

WHEREAS, Town Board of the Town of Riverhead seeks to support local patriotic posts and organizations dedicated to strengthening the ideals of American democracy by promoting civic engagement, volunteerism, and service to our community; and

WHEREAS, pursuant to the provisions of Town Law §64 (13), the town may make appropriations for patriotic organizations in a sum not exceeding five hundred dollars for each post in any year for the purpose of assisting in defraying the rental or maintenance of rooms for holding meetings of such post; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Financial Administrator to budget and appropriate the sum of five hundred dollars to the following patriotic organizations located in the Town of Riverhead: Fleet Reserve Association Branch 071; Riverhead Veterans Association, Inc. and American Legion Post 273; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 231

**DECLARES WHITFORD DEVELOPMENT CORP AND BHG DEVELOPMENT
CORP IN DEFAULT REGARDING THE SUBDIVISION ENTITLED
"MAP OF FEDUN ESTATES"**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Planning Board, by Resolution #89 dated November 2, 2006, approved the final plat subdivision map entitled "Map of Fedun Estates"; and

WHEREAS, Whitford Development Corp and BHG Development Corp has posted Bank of Smithtown Irrevocable Letter of Credit #100366 in the amount of \$700,000.00, representing performance security for the improvements to be completed within the subdivision; and

WHEREAS, by Resolution #486 dated May 16, 2007, the Riverhead Town Board did accept Bank of Smithtown Irrevocable Letter of Credit #100366 in the amount of \$700,000.00, representing performance security for the improvements to be completed within the subdivision; and

WHEREAS, Whitford Development Corp and BHG Development Corp has failed to renew or keep current the above referenced performance security, which shall expire on March 27, 2012; and

WHEREAS, Whitford Development Corp and BHG Development Corp are in default in connection with said subdivision.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Riverhead Town Board hereby declares Whitford Development Corp and BHG Development Corp in default and calls upon Whitford Development Corp and BHG Development Corp to renew or keep current the aforementioned performance security and to perform in all respects, all road and drainage improvements within the subdivision entitled "Map of Fedun Estates" or reimburse the Town for the costs and damages which the Town may sustain by reason of failure of default, and for any and all costs associated with corrective action the Town takes in the interest of protecting the health, safety and well being of the community and its residents; and be it further

RESOLVED, that the Town Attorney is hereby directed to present Bank of Smithtown Irrevocable Letter of Credit #100366 in the amount of \$700,000.00 for payment by reason of default of Whitford Development Corp and BHG Development Corp; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Michael R. Strauss, Esq., Attorney for Whitford Development Corp and BHG Development Corp, 1303 Main Street, Suite 4, Port Jefferson, NY, 11777; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio - **ABSTAIN** Gabrielsen ☒ Yes ☐ No

Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 232

AUTHORIZES EXECUTION OF CONTRACT
WITH SEED CLAM ADMINISTRATOR

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the TOWN, in connection with its Municipal Operations, requires services consisting of the following: Seed Clam Administrator – Year 2012

AND

WHEREAS, David Lessard, Contractor, is willing to provide the following services to the Town:

Description of Services: Administration of Seed Clam Program

Date(s) and Hour(s) of Services: Year 2012

NOW, THEREFORE, BE IT RESOLVED that David Lessard is appointed Administrator of the Town of Riverhead Seed Clam Program – Year 2012.

AND BE IT FURTHER

RESOLVED that the Supervisor be and is hereby authorized to execute the attached Agreement in connection with the administration services of the aforementioned individual and be it further

RESOLVED that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

AGREEMENT

BETWEEN The TOWN OF RIVERHEAD, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "TOWN" and DAVID LESSARD, a partnership/corporation/limited liability partnership, with offices at P.O. Box 139, Jamesport, New York, Vendor Number 029027, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H

WHEREAS, the TOWN, in connection with its municipal operations, requires services consisting of the following: Seed Clam Administrator – Year 2012; and

WHEREAS, the CONTRACTOR is willing to provide the following services to the Town:

Description of Services: Administration of Seed Clam Program

Date(s) and Hour(s) of Services Year 2012

IT IS HEREBY AGREED by the TOWN and CONTRACTOR as follows:

1. That CONTRACTOR shall provide and fully perform, to the TOWN'S satisfaction, the aforementioned services to the TOWN on the date(s) and time(s) stated above.
2. In return for CONTRACTOR'S services, the TOWN shall pay CONTRACTOR as follows:
The sum of Five Thousand (\$5,000.00) Dollars payable in half-payments of Two Thousand Five Hundred (\$2,500.00) Dollars each in April, 2012 and September, 2012.
3. Administration shall include the bidding process and oversight of facilities to provide seed. The TOWN is responsible for the cost of repair and materials of their rafts, which contain the clams.

DATED: Riverhead, New York
 March ____, 2012

TOWN OF RIVERHEAD

BY: _____
 SEAN WALTER
 Town Supervisor

CONTRACTOR

BY: _____
 DAVID LESSARD

03.20.12
120233

ADOPTED

TOWN OF RIVERHEAD

Resolution # 233

**RESOLUTION TO SUPPORT COUNTY OF SUFFOLK PURCHASE OF 4.189 ACRES
OF VACANT LAND LOCATED ON SOUND AVENUE, RIVERHEAD, NY (SUBJECT
PROPERTY) OWNED BY EMB ENTERPRISES, LLC AND APPROVES TOWN
EXPENDITURE OF COMMUNITY PRESERVATION FUNDS FOR THE
IMPROVEMENT AND MANAGEMENT OF HAMLET PARK (PASSIVE RECREATION)
ON THE SUBJECT PROPERTY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to Resolution #132 adopted by the Town Board of the Town of Riverhead on February 7, 2012, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider Town of Riverhead support of the County of Suffolk's acquisition of parcel owned by EMB Enterprises, LLC described as SCTM# 600-17-1-5.22 (subject property) and the Town of Riverhead expenditure of community preservation funds for the improvement and management of a hamlet park on the subject property; and

WHEREAS, a public hearing was held on the 6th day of March, 2012 at 2:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

WHEREAS, prior to and at the public hearing members of the public expressed support for the County of Suffolk's acquisition and the Town's expenditure of community preservation funds for the proposed hamlet park designed to honor Town and County residents who suffered as a result of the tragic events of September 11, 2001 and highlight and improve the existing 9-11 Memorial with the addition of benches, walkways and limited off street parking; and

WHEREAS, the Town estimates that the proposed improvements, together with maintenance (limited mowing and annual plantings estimated for a period of five years) shall not exceed \$50,000.00; and

WHEREAS, the Financial Administrator for the Town of Riverhead has reviewed the proposed expenditure of community preservation funds and issued a report which reflects adequate funding for the Town's costs to improve and maintain the subject parcel as a hamlet park not to exceed \$50,000.00; and

NOW THEREFORE BE IT RESOLVED, that Riverhead Town Board hereby approves the expenditure of community preservation funds for the improvement and

maintenance of the subject parcel (SCTM# 600-17-1-5.22) as and for a Hamlet Park, subject to purchase of the fee title by the County of Suffolk, and subject to coordinated review and determination of a negative declaration of significance pursuant to NYCRR 617 and; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Legislator Edward Romaine, 423 Griffing Avenue, Suite 2, Riverhead, NY 11901; Laretta Fischer, Suffolk County Dept. of Planning, 100 Veterans Memorial Highway, H. Lee Dennison Bldg., 4th Floor, Hauppauge, NY 11788; Janet Longo, Suffolk County Department of Real Property Acquisition and Management, 100 Veterans Memorial Highway, H. Lee Dennison Building, 2nd Floor, Hauppauge, NY 11788; Nick Gibbons, Suffolk County Parks, P.O. Box 144, West Sayville, NY 11796; Bill Rothaar, Town Financial Administrator, Jill Lewis, Deputy Town Supervisor and Annemarie Prudenti, Deputy Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 234

**ESTABLISHES DATE OF ANNUAL RIVERHEAD LITTER AWARENESS AND
CLEAN-UP DAY**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board and the Riverhead Town Anti Litter Committee is interested in continually improving the appearance of the Town of Riverhead; and

WHEREAS, each year a date is designated as "Litter Awareness and Clean-Up Day".

NOW THEREFORE BE IT RESOLVED, that the Town Board designates April 21, 2012 "Riverhead Litter Awareness and Clean-Up Day" throughout the Town of Riverhead; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 235

ORDER CALLING PUBLIC HEARING
REGARDING IMPROVEMENTS TO FACILITIES OF RIVERHEAD
WATER DISTRICT-PROPOSED RTE. 105 TRANSMISSION MAIN

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a recommendation has been made to the Town Board of the Town of Riverhead, Suffolk County, New York, as governing body of the Riverhead Water District, by H2M Group, consulting engineers to the Riverhead Water District, by letter dated February 23, 2012, that there is a need to improve the facilities of the district through the installation of approximately 3,200 linear feet of 12-inch transmission water main along Route 105 from Plant No. 17 to the existing high zone water main on Sound Avenue, and

WHEREAS, the maximum amount proposed to be expended for said improvements is \$329,000.00, with said funds to be paid from existing District funds, and

WHEREAS, it is necessary that a public hearing be held on the question of the increase and improvements of the entirety of said District as described above, in accordance with the provisions of Section 202-b of the Town Law.

NOW THEREFORE IT IS HEREBY

ORDERED, by the Town Board of the Town of Riverhead, as follows:

1. A public hearing will be held at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 3rd day of April, 2012 at 2:05 p.m. on the question of the increase and improvement of the facilities of the Riverhead Water District in the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to hear all persons in the subject thereof, concerning the same, and to take such action as is required or authorized by law.
2. The Town Clerk is hereby authorized and directed to cause a copy of this resolution to be published in the March 22, 2012 edition of The News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy thereof to be posted on the sign

board of the town, such publication and posting to be made not less than ten nor more than twenty days before the date designated for the public hearing.

3. The project described in the preambles hereto is hereby determined to be an "unlisted action" under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects.
4. This order shall take effect immediately.

Dated: Riverhead, NY
March 20, 2012

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF RIVERHEAD,
SUFFOLK COUNTY, NY

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted



architects + engineers

575 Broad Hollow Road
Melville, NY 11747

tel 631.756.8000
fax 631.694.4122

February 20, 2012
(Revised February 23, 2012)

Supervisor Sean M. Walter
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Re: Riverhead Water District
Proposed Rte. 105 Transmission Main - Map & Plan
H2M Project No.: RDWD 12-50

Dear Supervisor Walter:

As you know, the Riverhead Water District is in the process of completing the construction of Well No. 17 at Rte. 105/Northville Turnpike plant site. Well No. 17 was originally designed for a capacity of 1,380 GPM that would be pumped into the low zone of the distribution system.

Now that the well has been completed, it has the capacity of delivering at least 1,800 GPM. The District will be requesting for a permit modification to increase the capacity of the well. With both Well Nos. 15 and 17 being pumped into the low zone, we expect the demands to be met before the demands are met in the high zone. Therefore, it would be most cost effective to be able to pump some of the water from Well No. 17 to the high zone.

In order to be able to pump water to the high zone, the District will need to install approximately 3,200 linear feet of 12-inch water main along Rte. 105 from Plant No. 17 to the existing high zone water main on Sound Avenue, as shown on Figure No. 1.

We estimate the cost of installing this water main to be approximately \$329,000, including construction costs, design, survey, construction administration and construction observation, as shown on Table No. 1.

The Riverhead Water District has sufficient funds in its Reserve and Maintenance Account (Key Money Account) to finance this project.

At this time we recommend that the Town Board schedule a public hearing (202B) to allow us to present the details of this project.

Should you have any questions or comments, please contact this office.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E.
President - H2M Water

DMK:slj
Enclosures

cc: Town Board
Supt. Gary Pendzick
Diane Wilhelm, Town Clerk
Richard Ehlers, Esq.

x:\rdwd (riverhead water district) - 10810\rdwd1250 - rebalner\route 105 water main\12.02.20 - walter - proposed rte. 105 transmission main - map & plan.doc

RIVERHEAD WATER DISTRICT
PROPOSED 12-INCH LATERAL WATER MAIN EXTENSION - ROUTE 105
NORTHVILLE TPKE. TO SOUND AVE.

Summary of Cost Opinion

2/23/2012

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
F & I 6" CLDI Water Main	20 LF	\$ 30.00	\$ 600.00
F & I 12" CLDI Water Main	3,200 LF	\$ 60.00	\$ 192,000.00
F & I Special Castings	5,000 LBS	1.50	7,500.00
F & I 6" Gate Valves & Boxes	2 UNITS	1,200.00	2,400.00
F & I 12" Gate Valves & Boxes	2 UNITS	2,000.00	4,000.00
F & I Fire Hydrant Assembly	1 UNIT	3,500.00	3,500.00
Testing & Sampling	3,200 LF	2.00	6,400.00
Connection to Exist. 3" Main	1 UNIT	-	-
Connection to Exist. 12" Main	1 UNITS	10,000.00	10,000.00
Jacking of 24" Steel Casing Beneath Sound Avenue	1 UNITS	40,000.00	40,000.00
Install 2" piping beneath Route 105	1 UNIT	-	-
Asphalt Restoration - Town Road	100 SY	125.00	12,500.00
Traffic Maintenance & Protection	10 DAYS	500.00	5,000.00
Shoulder Restoration Topsoil & Seed	3,200 LF	2.50	8,000.00
Sampling Taps & Blow-off	2 UNITS	1,000.00	2,000.00
SUBTOTAL (CONSTRUCTION COSTS):			\$ 293,300.00
Engineering Report, Exhibit & Public Hearing:			3,000.00
Topographic Field Survey:			3,500.00
Preparation of Design Documents & Regulatory Submissions:			15,500.00
Construction Administration & Map Updates:			6,200.00
Construction Observation Services:			7,500.00
SUBTOTAL (ENGINEERING COSTS):			\$ 35,700.00
TOTAL PROJECT COST:			329,000.00

N



1 inch = 800 feet

Sound Ave

Ave

GR-105

New 12" High Zone
Water Main

Northwell Trk

Long Island
National
Golf Course

Legend

- ⊕ Proposed Hydrant
- ⊕ Fire Hydrants
- Valves
- Proposed Main

Water Mains

- <6 inch
- 6 inch
- 8 inch
- 10 inch
- 12 inch
- 14 inch
- 16 inch
- - - 18 inch
- - - 24 inch

Plant 17



Riverhead Water District

Proposed Plant 17 Transmission Main - Rte 105



architects + engineers

Melville, NY
Parsippany, NJ

TOWN OF RIVERHEAD

Resolution #236

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH SUFFOLK COUNTY FOR WORKS EXPERIENCE PROGRAM

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, other municipalities have used the Works experiences programs offered by the County of Suffolk under the Suffolk Works Employment Program; and

WHEREAS, the Town of Riverhead has determined that it will be beneficial to use the Suffolk Works Employment Program.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Worksite Memorandum of Understanding with Suffolk County under the Suffolk Works Employment Program; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Town Engineer, the Office of the Town Attorney and the Office of Accounting.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No

Gabrielsen ☒ Yes ☐ No

Wooten ☒ Yes ☐ No

Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Worksite Memorandum of Understanding (MOU)

This Agreement ("Agreement") is between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Labor ("Department")**, located at Building 17, North County Complex, 725 Veterans Memorial Highway, Hauppauge, New York 11788; and

Town of Riverhead, a not-for-profit corporation, having its principal place of business at **200 Howell Avenue, Riverhead, NY 11901**.

The parties hereto desire to make available for eligible Suffolk County residents an employment and training program that includes work experience under the Workforce Investment Act (WIA) or the Suffolk Works Employment Program (SWEP), and other pertinent programs operated by the Department, and to establish the conditions, limitations and work rules to be observed by the Contractor and the Department under this Agreement. This MOU is being entered into in accordance with Suffolk County Local Law No. 15-1993, as further described in paragraph 20 of Exhibit A.

Term of Agreement: March 19, 2012 through June 30, 2013.
Total Cost of Agreement: No payments to Contractor. Payments to trainees as provided in Exhibit D, attached.
Terms and Conditions: Shall be as set forth in Exhibits A through D; attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Town of Riverhead

By: _____
Name: **Sean M. Walter**
Title: **Town Supervisor**
Fed. Tax ID # **11-6001935**
Date: _____

Sean M. Walter, hereby certifies under penalties of perjury that I am an officer of Town of Riverhead, that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Town of Riverhead meets all requirements to qualify for exemption thereunder.

Name Date

County of Suffolk

By: _____
Name: **Regina Calcaterra**
Title: **Chief Deputy County Executive**
Date: _____

Approved: Department of Labor

By: _____
Samuel Chu
Commissioner
Date: _____

Approved as to Legality:
Dennis M. Cohen, County Attorney

By: _____
Jessica Hogan
Assistant County Attorney
Date: _____

List of Exhibits

Exhibit A General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-discrimination in Services
10. Governing Law
11. No Implied Waiver
12. Conflicts of Interest
13. Cooperation on Claims
14. Confidentiality
15. Assignment and Subcontracting
16. No Intended Third Party Beneficiaries
17. Certification as to Relationships
18. Publications and Publicity
19. Copyrights and Patents
20. Work Experience Participation

Exhibit B Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address

Exhibit C Notices and Contact Persons

Exhibit D Procedures and Requirements

1. Compliance with the Worksite Manual
2. Law, Rules and Regulations
3. Fraud, Abuse and Other Criminal Activity
4. Screening of Personnel
5. Political Activities
6. Sectarian Activities
7. Certifications
8. Payroll Procedures/Fringe Benefits
9. Reporting of Injuries

10. Termination of Trainees
11. Responsibility for Wages
12. Contractor Assurances and Certification
13. Maintenance of Effort
14. Union Concurrence
15. Trainee Evaluations
16. Self-Monitoring
17. State Liability
18. Agreement Subject to Appropriation of Funds
19. Payments Contingent Upon State/Federal Funding
20. Audit, Inspections and Records
21. Conflict of Interest/Nepotism
22. Priority of Service for Veterans

Exhibit A
General Terms and Conditions

1. Contractor Responsibilities

- a. The Contractor shall provide the Services, as more particularly described in Exhibit D, entitled "Procedures and Requirements."
- b. The Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), certificates(s), certifications(s), registration(s), license(s), permit(s) or other approval(s) required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

This Agreement may be terminated in whole or in part in writing by the County in the event of failure by Contractor to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless Contractor is given five (5) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit in this Agreement entitled "Notices and Contact Persons." During such five (5) day period, the Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination. Prior to issuance of a written termination notice ("Termination Notice") by the County, the Contractor shall be given an additional five (5) days to cure all failures to fulfill its obligations under this Agreement. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the combined ten (10) day period, the County may issue a Termination Notice, effective immediately.

c. Termination for Convenience

The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' written notice of termination. Upon giving of a notice pursuant to the foregoing sub-paragraph, the Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination. In such event of termination, payments to trainees shall be made for the period through the date of termination.

3. Indemnification

a. General

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Contractor hereby represents and warrants the Contractor, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a.** The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:
- i. Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.

5. Independent Contractor

It is expressly agreed that the Contractor status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor shall be considered employees of the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

9. Non-discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
 - i. the types of service(s) or other benefits to be provided, or
 - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii. the class of individuals to be afforded an opportunity to receive services.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County; New York or the United States District Court for the Eastern District of New York.

11. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

12. Conflicts of Interest

The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

13. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

14. Confidentiality

Any records, reports or other documents of the County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

15. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the County of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

16. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

17. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

18. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

- b. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

19. Copyrights and Patents

a. Copyrights

If the work of the Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

20. Work Experience Participation

This MOU is being entered into in accordance with Suffolk County Local Law No.15-1993. The Contractor, in one or more other agreements it has executed with the County, has agreed to enter into this MOU. Such other agreement(s) contain the following terms and conditions:

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement shall be a work site for public-assistance clients of Suffolk County pursuant to Local Law No.15-1993 at all times during the term of this Agreement. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the term of this Agreement, the Contractor, if it is a nonprofit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of this Agreement and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor --"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Operational Notices

Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Department:

**By First Class or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by Email**

Suffolk County Department of Labor
Building 17, North County Complex
725 Veterans Memorial Highway
Hauppauge, New York 11788
Att. Samuel Chu, Commissioner

Telephone Number: (631) 853-6500

Fax Number: (631) 853-6510

For the Contractor:

**By First Class or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by Email**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as set forth below or as the parties may agree in writing.

Telephone Number:

Fax Number:

E-mail Address:

2. Notices Relating to Termination and/or Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:

**By First Class and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

Suffolk County Department of Labor
Building 17, North County Complex
725 Veterans Memorial Highway
Hauppauge, New York 11788
Att. Samuel Chu, Commissioner

and

Dennis M. Cohen, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Contractor:

**By First Class and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices shall be deemed to have been duly delivered (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

Exhibit D
Procedures and Requirements

1. Compliance with the Worksite Manual

The Contractor shall comply with the requirements of the applicable Worksite Manual. The Contractor hereby certifies and acknowledges having had the opportunity to review the manual and understands the applicable requirements, as well as the terms therein specified, and agrees to adhere to and comply with them.

2. Laws, Rules and Regulations

The Contractor shall comply with all applicable federal, state and local laws, rules, and regulations which deal with or relate to the employment of persons who perform work or are trained under this Agreement, including, but not limited to, the Workforce Investment Act (WIA) of 1998, subsequent amendments, and the regulations and policies thereunder, the provisions of the various public assistance employment programs, the provisions of the Fair Labor Standards Act, the Equal Opportunity Clauses of the Civil Rights Act of 1964 and any subsequent amendments, and the health and safety standards established under State and Federal law and applicable to the working conditions of trainees.

3. Fraud, Abuse and Other Criminal Activity

For programs funded under the WIA, all information and complaints involving fraud, abuse, other criminal activity, or violations of law, shall be reported directly and immediately to the:

Office of the Inspector General
United States Department of Labor
Room S-5506
200 Constitution Avenue, N.W.
Washington, D.C. 20210

4. Screening of Personnel

If (i) the Contractor performs or provides day care services (whether or not it has a contract with the Suffolk County Department of Social Services) and (ii) the activities of the trainees under this Agreement may be anticipated to bring them into contact with children receiving day care services, the Contractor shall comply with the requirements of Local Law No. 1-1985, as amended (Suffolk County Code Chapter 256) as now in effect or as amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to the screening of personnel in connection with day care services.

5. Political Activities

It is agreed that the work performed under this Memorandum of Understanding shall in no way or to any extent be used in the conduct of political, partisan or election campaign activities, nor shall any trainee be selected, rejected, promoted or discriminated against in any way based on political belief or affiliation.

6. Sectarian Activities

The Contractor agrees that trainees shall not be utilized on the construction, operation or maintenance of any portion of any facility as is used or to be used for sectarian instruction or as a place of religious worship. Additionally, no trainees shall be placed in any capacity to free any other person for the performance of such duties or activities.

7. Certifications

Together with this MOU and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the Department the Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters, and the Drug-Free Workplace Requirements. The Contractor shall promptly advise the County of any material change in Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions, as required by Federal Department of Labor Regulations. The Contractor shall promptly advise the County of any material change in any of the information reported on such Certification(s) and shall otherwise comply with, and shall assist the County in complying with, said Regulations as now in effect or as amended during the Term of the Agreement.

8. Payroll Procedures/Fringe Benefits

Trainees entitled to wages under the applicable federal/state program shall be paid by the Department through the Suffolk County biweekly payroll system. Public Assistance recipients obtaining work experience will be credited for work performed at either the minimum wage or the prevailing wage for comparable work, whichever is higher. The Contractor shall maintain individual records of time worked by trainees on time sheets approved by the Department. Time records shall be maintained on a daily basis and shall document actual hours worked. Proper maintenance of time cards shall be the responsibility of the Contractor. The Contractor shall ensure that records are properly completed and validated, by signature of the trainee and the worksite supervisor, within collection procedures and time frames established by the Department for processing of input documents through the payroll system. Trainees in wage paying programs shall be paid no less than the Federal or State minimum wage, whichever is greater.

Trainees shall work in those occupational titles identified by the Contractor and approved by the Department. Fringe benefits provided by the Department shall include, as appropriate and applicable, FICA, Workers' Compensation, General Liability, Unemployment Insurance and other such benefits as are determined by the Department to be in accordance with local law and relevant Federal and State regulations.

9. Reporting of Injuries

In the event that a trainee is injured and the injury either causes the trainee to lose time at work or to obtain medical attention, the Contractor must immediately notify the Department of the injury by phone.

Within one working day, the Contractor must provide to the Department a written report of the injury on letterhead paper and containing information as to:

- a. Name of the trainee.
- b. When, where, how and why the injury occurred.
- c. Nature of the injury.

- d. Witnesses to the injury.
- e. Whether the trainee was sent home, to a hospital or to a physician.
- f. If medical treatment was given, the name and address of the physician.
- g. The name, title and phone number of the person who prepared the report.

If the immediate supervision of the trainee is provided by the Department, the above-mentioned items shall be the responsibility of the Department's on-site supervisor.

10. Termination of Trainees

Trainees may be terminated by the Contractor for reasonable cause at any time during the term of this Agreement following verbal approval by the Department. When appropriate, prior to termination which is deemed necessary by the Contractor, trainees shall be granted reasonable opportunity for correction of attitudes or improvement of performance. Following termination of a trainee, a full bill of particulars should be submitted to the Department at the above-stated address within two (2) weeks of the termination date.

11. Responsibility for Wages

In the event that it is finally determined that a trainee was terminated or suspended without just cause, and if such termination or suspension was initiated by the action of the Contractor without authorization from the Department, then the Contractor, at its sole cost and expense shall make payment to the trainee of any award to which the trainee may be entitled under the applicable program.

12. Contractor Assurances and Certification

The Contractor certifies:

- a. That sufficient staff and administrative capability is available to operate the activities of the applicable employment and training programs.
- b. That only time actually worked by a trainee shall be certified on his/her time sheet, and that a current time sheet shall be maintained for each trainee.
- c. That there is sufficient, meaningful work to occupy all the trainees assigned during the hours they are at the site.
- d. That worksite supervisors shall attend training sessions, provided by the Department, as appropriate.
- e. That trainees are adequately protected against hazards or activities which may adversely affect their health or safety.
- f. That any special clothing, specific tools or equipment which may be required for the trainees to perform the work assigned shall be provided by the Contractor.

13. Maintenance of Effort

The Contractor shall ensure that:

- a. No trainees shall be used to replace or perform any work ordinarily and actually performed by regular employees (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits), or to replace or to perform any work which would ordinarily be performed by craft or trade unions in private employment.
- b. No program shall impair existing contracts for services or collective bargaining agreements.
- c. No trainee shall be employed or job opening filled (1) when any individual is on layoff from the same or a substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the effect of filling the vacancy so created by hiring a trainee.
- d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- e. Work performed by trainees under this Memorandum of Understanding shall only be in addition to work which would otherwise be provided by the Contractor without assistance under the applicable program.
- f. The work experience assignment shall not result in the filling of any established unfilled position vacancy by a trainee.

14. Union Concurrence

When an activity authorized by the Department would be inconsistent with a collective bargaining agreement, written union concurrence must be obtained before placement of the trainee(s) in the Contractor's organization.

15. Trainee Evaluations

The Contractor shall provide performance evaluations of trainee(s) on forms provided by the Department. Evaluations shall be submitted at intervals specified by the Department.

16. Self-Monitoring

The Contractor agrees to establish self-monitoring procedures to ensure compliance with program operations, the applicable regulations and the provisions of this Agreement.

17. State Liability

Unless the Contractor is a department or agency of the State of New York, the State of New York is not a party to this Memorandum of Understanding and has no legal liability thereunder, either under the terms and conditions stipulated herein, or with regard to any such liability, legal actions, or disputes as may arise under this Memorandum between the Department and the Contractor.

18. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the legislature for the Program covered by this Agreement.

19. Payments Contingent Upon State/Federal Funding

Payments under this Agreement are subject to and contingent upon continued funding by the State and/or Federal Government(s). If, for any reason, the full amount of such funding is not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of the Department, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that funds are available to the Department for payment of such costs.

20. Audit, Inspections and Records

The Contractor agrees that for a period of seven (7) years it shall maintain and have available for audit and inspection by the Department and/or its designee any books, documents, papers and records pertaining to each and every trainee's payroll record and personnel file.

21. Conflict of Interest/Nepotism

To avoid conflict of interest, the Contractor agrees that no trainee will be hired under this Agreement who is a member of the immediate family of any person employed in an administrative or supervisory capacity by the Contractor. Immediate family shall include wife, husband, daughter, son, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

22. Priority of Service for Veterans

Eligible veterans and their eligible spouses will receive priority over other eligible populations to any program or service for workforce preparation, development, or delivery that is directly funded, in whole or in part, by the United States Department of Labor.

End of Text for Exhibit D

CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicant should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement all certifications pursuant to such payments have been or will be filed as required under 34 CFR Part 82, Section 82.100(a-e).
- (c) The undersigned shall require that the language of the certifications referenced in 1(b) be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR part 85, Sections 83.105 and 85.110.

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department of agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently under indictment or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of the certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State and local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

- A. The applicant that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the

- workplace;
2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace:
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
1. Abide by the terms of the statement and;
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (dx2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (dx2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f),
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with this specific grant.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

☐

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Town of Riverhead

Name of Applicant/Grantee/Subgrantee

Sean M. Walter, Town Supervisor

Printed Name and Title of Authorized Representative

Signature

Date

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT
LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of 'compensation' (*Living Wage Law Chapter 347 – 2*) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

Section I

☐

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$11.27 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$12.84 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

Check if applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 347-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

Section II

☒

The *Living Wage Law* does not apply to this contract for the following reason(s):
Worksite MOU - No county funds expended

Check if applicable

Section III

Contractor Name: Town of Riverhead

Federal Employer ID#: 11-6001935

Contractor Address: 200 Howell Avenue

Amount of compensation: _____

Riverhead, NY 11901

Vendor #: _____

Contractor Phone #: 727-3200 ext. 251

Description of project or service: _____

Section IV

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Sean M. Walter, Town Supervisor

Print Name and Title of Authorized Representative

Date

SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I

☐

Check if
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 H)

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made, I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II

☒

Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): _____

Worksite MOU - No County Funds Expended

Section III

Contractor Name: Town of Riverhead Federal Employer ID#: 11-6001935
Contractor Address: 200 Howell Avenue Amount of Assistance: _____
Riverhead, NY 11901 Vendor #: _____
Contractor Phone: 727-3200 ext. 251

Description of project or service: Provision of work experience to eligible program participants.

Section IV

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Date

Sean M. Walter, Town Supervisor
Print Name and Title of Authorized Representative

TOWN OF RIVERHEAD

Resolution # 237

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 20th day of December, 2011 at 7:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish the attached notice of adoption once in the News-Review newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on March 20, 2012. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101
VEHICLES AND TRAFFIC
ARTICLE V
Parking, Standing and Stopping

§ 101-10. Parking prohibited.

The parking of vehicles is hereby prohibited in the locations as follows:

Name of Street	Side	Location
<u>2nd Street</u>	<u>South</u>	<u>From its intersection with the southeasterly side of Ostrander Avenue continuing in an easterly direction to the rear entrance of 518-526 E. Main St. k/k/a the Social Security building parking lot</u>

§ 101-10.2. No parking certain hours.

Street	Side	Hours	Location
<u>Corwin Street</u>	<u>North</u>	<u>10:00 a.m. to 5:00 p.m. May 15 through September 15</u>	<u>From its intersection with the northeasterly side of Union Avenue continuing in an easterly direction to its intersection with Fishel Avenue</u>

§101-13. Parking time limited.

Parking is prohibited for longer than the time limit designated upon any of the following described streets, or portions thereof, and parking fields:

B. One hour. The parking of vehicles for a period longer than one hour between the hours of 9:00 a.m. and 5:00 p.m., except Sundays and holidays, is prohibited in the following locations:

Street	Side	Location
<u>Ostrander Avenue</u>	<u>East</u>	<u>From its intersection with the northeasterly side of East Main Street continuing in a northerly direction to its intersection with 2nd Street</u>

- Underscore represents addition(s)

Dated: Riverhead, New York
March 20, 2012

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 238

**RESOLUTION SETTING PURPOSE AND SCOPE OF AUTHORITY OF TOWN OF
RIVERHEAD AUDIT COMMITTEE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution #810 adopted by the Town Board on November 1, 2011, authorization for an Audit Committee was established to independently oversee and ensure the adequacy of internal controls; confirm the reliability of accounting and reporting systems and the adequacy of information contained therein; assure compliance with established policies and procedures; appraise program performance in the conduct of financial, compliance and performance audits; and, report material findings with recommended corrective action; and

WHEREAS, by Resolution #162 adopted on February 22, 2012, Supervisor Walter and Councilman Dunleavy resigned from said Audit Committee and the Town Board designated that two members of the public be appointed to those two vacancies; and

WHEREAS, the Town Board be and hereby desires to clarify the purpose and scope of authority of the Audit Committee.

NOW THEREFORE BE IT RESOLVED, that the Town Board adopts the Purpose and Scope of Authority of the Audit Committee as is hereby established and set forth below:

A. Purpose and Scope of Authority of the Town of Riverhead Audit Committee.

The Town of Riverhead Audit Committee is established by the Town Board to provide assistance to the Town Board in fulfilling its fiduciary responsibility for the financial statements improving its system of internal controls including:

1. The Town's audited financial statements and the financial reporting process, including oversight of internal auditor.
2. The Towns' internal controls over financial reporting and the internal audit function as it relates to Town's policies and procedures.

3. The committee will serve the Town Board in an advisory capacity only, and all information received or distributed by it will be deemed privileged and confidential and not for external use.
4. The Town Board shall appoint a Certified Public Accountant under a Professional Services Agreement to be assigned to the Riverhead Audit Committee.

B. Composition of the Audit Committee.

1. The Audit Committee shall be comprised of no less than three and no more than five members determined by the Town Board. Each committee member will be both financially literate and unaffiliated, and at least one member will be a financial expert.
2. Audit Committee members shall possess:
 - a) A general understanding of generally accepted accounting principles, governmental accounting standards and financial statements;
 - b) Familiarity with the checks and balances that internal controls and corporate governance processes should provide, including an understanding of internal controls and procedures related to financial reporting;
 - c) The ability to understand the process of evaluating outside audit firms and monitoring independence and performance;
 - d) An understanding of cash flows and the importance of relating the fund's cash position to its financial results; and
 - e) An understanding of audit committee functions.

C. Meetings of the Audit Committee.

The Committee will meet quarterly, or as frequently as circumstances dictate. All committee members are expected to attend each meeting, in person or via telephone or video conference. The Committee may meet periodically with management, the internal auditor, and the external auditor. In addition, the annual audited financial statements of the System will be presented to the Committee. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials. Minutes of committee meetings will be taken. All members of the Committee will be provided with a copy of such minutes.

- a) The Audit Committee shall elect a Chairperson, Vice-Chairperson and a recording secretary.
- b) The Chairman of the Audit Committee shall review and approve vouchers submitted by the Certified Public Accountant whom is assigned to the Committee.

D. Advisory Role.

To fulfill its advisory function to the Town Board, the Committee will carry out the following roles.

1. External Auditor

- a) Review the process for selecting the external auditors.
- b) Review the external auditors' audit plan and engagement letter.
- c) Review the annual audited financial statements, including the impact of recent regulatory professional pronouncements.
- d) Review with management and the external auditors all matters pertaining to the Town required to be communicated under generally accepted auditing standards.
- e) Understand the scope of the external auditors' review of internal control over financial reporting, and obtain reports on significant findings and recommendations pertaining to the Town, together with management's responses annual audited financial statements, together with management's responses.

2. Internal Auditor

- a) Direct the Internal Audit's annual audit plan, charter, activities, staffing, organizational reporting relationship, and reports resulting from its audit engagements pertaining to the Town.
- b) Develop comments and suggestions for the Town Board's consideration based on information and reports provided by Internal Audit.
- c) Review the findings of any examinations by regulatory agencies, and any auditor observations pertaining to the Town.
- d) Review internal and external auditors' evaluations concerning communication weakness of the system of internal controls.
- e) Review internal and external auditors' evaluations of the effectiveness of the system for monitoring compliance with laws and regulations; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution via electronic transmission to Jack Orben whom shall distribute this resolution to the Audit Committee members; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☐Yes ☒No Gabrielsen ☐Yes ☒No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

120239

TOWN OF RIVERHEAD

Resolution # 239

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(ARTICLE XXIII RESIDENCE RC DISTRICT)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 108 entitled "Zoning" Article XXIII Residence RC District of the Riverhead Town Code once in the March 29, 2012 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 17th day of April, 2012 at 7:15 pm o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING
ARTICLE XXIII. Residence RC District
(Retirement Community)**

§108-116. Purpose.

It is the purpose of this article to implement the recommendations of the Master Plan Comprehensive Plan to permit the construction of high density living accommodations ~~and attendant services within a hamlet area as specifically mapped within the Town of Riverhead through the use of transferred development rights.~~ with suitable facilities and services that are sufficiently adequate to provide seniors and disabled older individuals with comfortable and safe home-like housing in a congregate setting while providing a continuum of care that allows seniors and older individuals to age in place, and to further provide services that encourage personal independence and enhance the quality of life. In addition, it is the intent of the Town Board to provide a diversity of housing types to be located in close proximity to shopping, medical offices, public services and public transportation. Particular development applications made pursuant to this zoning use district will require the transfer of development rights pursuant to Article LXII of this chapter.

§ 108-117. Uses.

~~In the residence RC District (Retirement Community), no building, structure or premises shall be used or arranged or designed to be used and no building or structure shall be hereafter erected, reconstructed or altered or occupied, unless otherwise provided in this chapter for the following special permitted uses;~~

- ~~A. One family dwelling units, either attached or designed to provide living accommodations for persons over the age of 55 years.~~
- ~~B. Accessory uses. Accessory uses shall include those uses customarily incidental to the above permitted uses.~~

§108-117. Definitions.

The following terms, phrases, words and their derivatives shall have the meanings given herein:

Affordable Assisted Living Retirement Community or Continuing Care Retirement Community – an Assisted Living Retirement community or Continuing Care Retirement Community in which a minimum of seventy-five percent (75%) of the residents thereof have an income at or less than one hundred and ten percent (110%) of median household income for the county of Suffolk as determined by the United States Census Bureau

Assisted Living Retirement Community - A facility which provides for a combination of the following land uses:

(i) Adult Care Facility

A facility that provides residential care and services either as an adult home, an enriched housing program or family type home for adults authorized and enabled by the New York Social Services Law Section 461-b for senior individuals sixty-five (65) years and older who are unable to live independently.

(ii) Adult Day Care Facility

A non-residential program of services for seniors that provides opportunities for social interaction, recreational facilities, meals, transportation and personal car and supervision for those seniors with functional limitations and disabilities on a non-residential basis.

(iii) Assisted Living Residence

A facility consisting of dwelling units that is certified by the New York State Department of Health to provide residential long term care, supervision and services which include case management, twenty four (24) hour on site monitoring, meals, housekeeping, laundry services, recreational and social activities, wellness and transportation for those seniors sixty five (65) years of age and older who need assistance with daily living activities as authorized and mandated by New York Public Health Law, Article 46B.

Continuing Care Retirement Community - A facility that consists in both independent and assisted residences organized in a congregate setting which provides personal care and supervision and other services for seniors sixty-five (65) years or older as authorized and mandated by the New York Public Health Law, Article 46A. Those uses and services provided within an Assisted Living Retirement Community shall also be provided within a Continuing Care Retirement Community. Assisted Living Residences shall constitute no less than forty percent (40%) of the total number of units within a Continuing Care Retirement Community to be constructed simultaneously with Independent Living Residences.

Conventional Assisted Living Retirement community or Continuing Care Retirement Community – An Assisted Living Retirement Community or a continuing

Care Retirement Community which is not considered an affordable community such that income limits are not imposed.

Section 108-117.1 - Uses

In the Residence RC District (Retirement Community), no building, structure or premises shall be used or arranged or designed to be used and no building shall be hereafter erected, reconstructed or altered or occupied, unless otherwise provided in this chapter for the following specially permitted uses:

- A. One family dwelling units, either attached or detached, designed to provide living accommodations for persons ~~over the age of fifty-five (55) years~~ fifty-five years of age or older.

~~B. Accessory Uses. Accessory uses shall include those uses customarily incidental to the above permitted uses.~~

- B. Assisted Living Retirement Community

- C. Continuing Care Retirement Community.

- D. Accessory Uses. Accessory uses shall include structures, buildings or improvements which are located on the same lot as the principal use and are customarily incidental to the principal use and designed for the sole use of the residents of the community or their guests.

Section 108-118 – General Lot, Yard, Dimensional, Yield and Height Requirements

- A. No building shall be erected nor any lot or land area utilized unless in conformity with the Zoning Schedule incorporated into this chapter by reference and made a part hereof with the same force and effect as if such requirements were herein set forth in full as specified in said schedule, except as may be hereafter specifically modified. The as-of-right development yield for dwelling units for persons fifty-five (55) years of age or older shall not exceed one dwelling unit per 40,000 square feet of land area without the use of transferred development rights pursuant to Article LXII of the Riverhead Zoning Ordinance.

- B. There shall be dimensional requirements for all residential units within the Residence RC Zoning Use District to wit; independent dwelling units within a Continuing Care Retirement Community shall not exceed 1200 square feet and shall not be less than 600 square feet. All other units within either an Assisted Living Retirement Community or a Continuing Care Retirement Community shall not exceed 1,050square feet and shall not be less than 600 square feet. There shall be a maximum of two bedrooms for all residential units within either an Assisted Living Retirement Community or a Continuing Care Retirement Community.

C. The development yield for all residential units within either an affordable Assisted Living Retirement Community or an affordable Continuing Care Retirement Community shall be as follows:

- (i) Independent living units shall not exceed four (4) dwelling units per 40,000 square feet of real property.
- (ii) Assisted living units shall not exceed eight (8) units per 40,000 square feet of real property.

D. The development yield for all residential units within either a conventional Assisted Living Retirement Community or a conventional Continuing Care Facility shall be as follows:

- (i) Independent living units shall not exceed two (2) dwelling units per 40,000 square feet of real property. Independent Living units shall not exceed four (4) dwelling units per acre with the redemption of development rights, at a rate of one (1) additional unit per development right.
- (ii) Assisted living units shall not exceed four (4) dwelling units per 40,000 square feet of real property. Assisted Living units shall not exceed eight (8) dwelling units per acre with the redemption of development rights, at a rate of one (1) additional unit per development right.

E. The maximum height of all buildings shall not exceed 3.5 stories of 45 feet.

F. The lot area shall not be less than fifteen (15) acres of contiguous real property in single or consolidated ownership. The contemplated development shall not be subdividable. Multiple lots shall be consolidated prior to the approval of the relevant special permit.

§108-119. Additional requirements.

A. There shall be a protective planting strip or buffer, not less than ~~40~~ 50 feet in width along any lot line, except the buffer area shall be 50 feet in width along any lot line abutting a residential district or use. No structure, storage or parking or other uses shall be permitted within this strip or buffer. Said buffer or strip will be planted with evergreens or similar vegetation which, when planted, shall be at least six feet tall and when mature shall be maintained at a height of not less than eight feet, so as to provide an effective natural screen between districts and buildings.

B. The site plan shall show, in addition to all other requirements of this chapter, the following:

- ~~(1) The proposed method of collection and disposal of stormwater, designed so as not to interfere with adjoining properties or burden public facilities.~~
- ~~(2) The proposed lighting facilities for the safety of pedestrian and vehicular traffic, with exterior spotlighting of buildings or grounds to be from shaded sources and~~

~~located so that the light beams are not directed toward any lot in a residential district or toward a public highway.~~

- ~~(3) The method of water supply and of sewage disposal, conforming to Health Department requirements.~~
- (1) All lots shall be located within the Town of Riverhead Water District and Sewer District or located within 1500 feet of the Water District and Sewer District and subject to approval for the requisite capacity for the proposed development. Applicant shall be responsible for all costs related to application for Water and or Sewer District extension and costs related to extension of the appurtenances to include the parcel in the water and sewer districts.
- (2) The method of water supply and of sewage disposal, conforming to Health Department requirements.
- (3) At least 30 % of the total site area shall be devoted to open space which shall be kept in its natural state or landscaped and maintained with grass for passive recreational uses such as picnic area, walking trails, gardening and horticultural.
- (4) The use of interconnecting walkways, trails and natural walking paths for pedestrian traffic shall be an integral part of the design of any development to facilitate access between common areas, groups of dwellings units and open space areas.
- (5) All primary walkways and sidewalks shall meet Americans with Disabilities Act (ADA) requirements. Trails and natural walking paths are exempt from this requirement however the Town encourages maximizing accessibility to all residents. Due consideration shall be given to planning walks, ramps, driveways to prevent slipping, stumbling and handrails and ample places for rest shall be strategically provided.
- (6) A buffer strip of not less than twenty five (25) feet in width, consisting of massed trees and shrubbery or existing mature vegetation supplemented by new landscaping shall be maintained alongside front and rear property lines, except the buffer area shall be 50 feet in width along any lot line abutting a residential district or use. The trees and shrubbery shall consist of evergreens and deciduous plant material which, when planted, shall be at least six feet tall and when mature shall be maintained at a height of not less than eight feet, so as to provide an effective natural screen. No structure shall be permitted within this strip or buffer.
- (7) All utilities shall be placed underground, including telephone, electric and cable telephone service.
- (8) All parking shall comply with the parking schedule set forth in Section 108-60 of this Chapter notwithstanding the following:

No parking shall be provided within twenty five (25) linear feet of the principal frontage. Parking and loading areas shall be placed as far from adjacent residences as possible (but a minimum of fifty (50) linear feet) and surrounded by landscaping.

(9) The proposed method of collection and disposal of storm water, designed so as not to interfere with adjoining properties or burden public facilities.

(10) The proposed lighting facilities for the safety of pedestrian and vehicular traffic, with exterior spotlighting of buildings or grounds to be from shaded sources and located so that the light beams are not directed toward any lot in a residential district or toward a public highway.

~~C. Parking shall be provided in conformity with the Parking Schedule and § 108-60. For each parking space required, there shall be provided 30 square feet of landscaped island or green area. Such areas shall not be less than eight feet in width, measured on the shortest side. Such areas shall be contained by curbs conforming to the Town of Riverhead highway specifications. Said areas shall be landscaped in accordance with § 108-64.1D of this chapter and shall be maintained as set forth in Subsection A above.~~

- Underline represents addition(s)
- Strikethrough represents deletion(s)

Dated: Riverhead, New York
March 20, 2012

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

03.20.12 Tabled
04.03.12 UNTABLED
04.03.12 WITHDRAWN

03.20.12
120240

TOWN OF RIVERHEAD

Resolution # 240

AUTHORIZES PUBLICATION OF HELP WANTED ADVERTISEMENT FOR TOWN BUILDING AND PLANNING ADMINISTRATOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT RESOLVED, that the Town Clerk is hereby authorized to publish the attached Help Wanted Advertisement for Town Building and Planning Administrator in the March 29, 2012 issue of the News Review, the April 1, 2012 issues of the New York Times and Newsday along with an internet job posting on Monster.com, govtjob.net and govtjobs.com;

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☐ Yes ☒ No Dunleavy ☒ Yes ☐ No
Walter ☐ Yes ☒ No

The Resolution Was ☒ Thereupon Duly Declared Tabled

04.03.12

On a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen resolution #240 was Tabled

THE VOTE:

YES – 4 Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO – 0

Immediately thereafter on a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen, resolution #240 was WITHDRAWN

THE VOTE:

YES – 4 Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO – 0

ADVERTISEMENT TO BE PLACED IN NEWS REVIEW

TOWN BUILDING AND PLANNING ADMINISTRATOR

Bachelor's Degree from federal or state accredited institution in Architecture, Engineering, Planning, Geography, Urban Studies, or Public Administration and six years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York; or graduation from federal or state accredited college with a Master's Degree in one of the above areas and four years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York.

Duties and responsibilities include oversight of the activities and efforts of a Town's Building and Planning divisions, including the Planning Board and Zoning Board of Appeals; oversight of a variety of planning and building issues including subdivisions, site plans, environmental review, general code amendments, rezoning, use permitting, design review, variances, permit issuance, inspections, and enforcement of the code; and supervision is exercised over professional, technical, and clerical staff.

Resumes Due: April 26, 2012

Town of Riverhead-Office of the Supervisor
200 Howell Avenue, Riverhead, NY 11901

ADVERTISEMENT TO BE PLACED IN THE NEW YORK TIMES AND NEWSDAY

TOWN OF RIVERHEAD BUILDING AND PLANNING ADMINISTRATOR

Please go to www.riverheadli.com for qualifications, duties and responsibilities.

Resumes Due: April 26, 2012

Town of Riverhead-Office of the Supervisor
200 Howell Avenue, Riverhead, NY 11901

INTERNET POSTING

TOWN BUILDING AND PLANNING ADMINISTRATOR

The Town of Riverhead located in Riverhead, NY is seeking an individual to: oversee activities of Town Building and Planning divisions; review and analyze development applications; ensures conformance with town planning and building laws, ordinances, regulations, and policies, including special conditions, covenants and restrictions assigned to projects by the Planning Board and/or Town Board; manage and participates in the environmental review process, including formulating recommendations, negative declarations, and environmental impact reports; prepares and administer annual budgets for Planning and Building divisions; provides professional planning and building assistance to the Town Board, Planning Board, and committees, and attend/participate in public meetings, workshops and negotiations. Individual must have comprehensive knowledge of the principles, practices, methods and techniques of community, regional, and environmental planning; knowledge of provisions of the Federal, State, and local laws, codes, rules, and regulations affecting the operation of the divisions; ability to read and interpret plans and specifications; ability to make inspections and ascertain facts through investigations and analysis of evidence; ability to supervise the work of technical and clerical employees in a manner conducive to full performance and high morale; ability to express oneself clearly and concisely, both orally and in writing; ability to keep accurate and complete records; ability to prepare and submit comprehensive reports; physical condition commensurate to the demands of the position.

Bachelor's Degree from federal or state accredited institution in Architecture, Engineering, Planning, Geography, Urban Studies, or Public Administration and six years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York; or graduation from federal or state accredited college with a Master's Degree in one of the above areas and four years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York.

Resumes Due: April 26, 2012
TOWN OF RIVERHEAD
OFFICE OF THE SUPERVISOR
200 HOWELL AVENUE
RIVERHEAD, NY 11901

03.20.12
120241

ADOPTED

TOWN OF RIVERHEAD

Resolution # 241

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #12-09 March 8, 2012 (TBM 3/6/12)				
FUND NAME			3/8/2012	GRAND TOTALS
GENERAL FUND	1		1,237,113.25	1,237,113.25
POLICE ATHLETIC LEAGUE	4		6,660.00	6,660.00
RECREATION PROGRAM FUND	6		5,651.29	5,651.29
MULTI YEAR OPERATING GRANT FUN	99		102.08	102.08
HIGHWAY FUND	111		136,320.41	136,320.41
WATER DISTRICT	112		86,578.63	86,578.63
RIVERHEAD SEWER DISTRICT	114		47,947.59	47,947.59
REFUSE & GARBAGE COLLECTION DI	115		8,424.72	8,424.72
STREET LIGHTING DISTRICT	116		51,644.12	51,644.12
PUBLIC PARKING DISTRICT	117		182.75	182.75
BUSINESS IMPROVEMENT DISTRICT	118		4.10	4.10
CALVERTON SEWER DISTRICT	124		14,277.54	14,277.54
RIVERHEAD SCAVANGER WASTE DIST	128		40,930.68	40,930.68
RISK RETENTION FUND	175		9,296.00	9,296.00
CDBG CONSORTIUM ACCOUNT	181		687.23	687.23
TOWN HALL CAPITAL PROJECTS	406		1,750.00	1,750.00
WATER DISTRICT CAPITAL PROJECT	412		59,433.13	59,433.13
CALVERTON SEWER CAPITAL PROJEC	424		2,799.68	2,799.68
TRUST & AGENCY	735		1,252,783.87	1,252,783.87
CALVERTON PARK - C.D.A.	914		37,450.00	37,450.00
TOTAL ALL FUNDS			3,000,037.07	3,000,037.07

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No
Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

03.20.12
120241

ADOPTED

TOWN OF RIVERHEAD

Resolution # 241

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #12-10 March 15, 2012 (TBM 3/20/12)				
FUND NAME			3/15/2012	GRAND TOTALS
GENERAL FUND	1		133,295.36	133,295.36
RECREATION PROGRAM FUND	6		9,021.10	9,021.10
RECREATION YOUTH COMMITTEE FUN	31		500	500
HIGHWAY FUND	111		69,679.95	69,679.95
WATER DISTRICT	112		14,677.30	14,677.30
RIVERHEAD SEWER DISTRICT	114		46,381.77	46,381.77
REFUSE & GARBAGE COLLECTION DI	115		960.57	960.57
STREET LIGHTING DISTRICT	116		12,463.04	12,463.04
AMBULANCE DISTRICT	120		842	842
AST CREEK DOCKING FACILITY FU	122		2,079.24	2,079.24
CALVERTON SEWER DISTRICT	124		2,943.22	2,943.22
RIVERHEAD SCAVANGER WASTE DIST	128		6,818.20	6,818.20
WORKERS' COMPENSATION FUND	173		36,049.87	36,049.87
RISK RETENTION FUND	175		10,950.08	10,950.08
CDBG CONSORTIUM ACCOUNT	181		90.76	90.76
TOWN HALL CAPITAL PROJECTS	406		1,169.75	1,169.75
RIVERHEAD SEWER CAPITAL PROJEC	414		54,066.59	54,066.59
CALVERTON SEWER CAPITAL PROJEC	424		773.2	773.2
LOCAL ST & HIGHWAY CAP PROJECT	451		50,366.81	50,366.81
TRUST & AGENCY	735		200,137.78	200,137.78
CALVERTON PARK - C.D.A.	914		4,000.00	4,000.00
TOTAL ALL FUNDS			657,266.59	657,266.59

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No
Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 242

APPOINTS LEGISLATIVE SECRETARY

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, in 2011, the Town and CDA re-dedicated its efforts and invested significant funds to update, develop and implement a reuse and revitalization plan to meet the current economic, market and site conditions; and

WHEREAS, the Town and CDA, with the assistance of VHB, a firm with expertise in planning and environmental analysis for large scale revitalization and development projects, and RKG, a firm with expertise in market analysis, approved a plan and alternate plan for development of EPCAL; and

WHEREAS, the Town and CDA, determined that in order to attract private businesses to locate and expand their operations at EPCAL and promote the expeditious and orderly conversion and redevelopment of EPCAL, the Town requires support of state legislation to create a governmental structure for EPCAL which will assume authority and duties related to development projects within EPCAL; and

WHEREAS, the Town seeks to appoint an individual to the position of Legislative Secretary who shall be assigned tasks, including but not limited to, reviewing, editing, and proofreading legislation, resolutions, assist Town Board and such other staff designated by the Town Board to complete their duties related to EPCAL Reuse & Revitalization Plan and state "Commission" legislation; perform general administrative tasks such as making copies of and delivering legislation, and other written work product for Town Board, legislators, lobbyists, and the public; prepare charts, tables, and other graphical presentation and research materials; attend meetings of, monitor the activity of, VHB, RKG, and state/county/local agencies and departments related to development at EPCAL and provide general support the Town Board related to the activities at EPCAL; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead appoints Anthony Coates to the unclassified position of Legislative Secretary effective March 21, 2012 through and including March 31, 2013 and subject to the following terms and conditions of employment; and

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Anthony Coates, the Financial Administrator and the Personnel Officer; and be it further

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared TABLED

TOWN OF RIVERHEAD

Resolution # 243

**SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR LEGISLATIVE SECRETARY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

BE IT RESOLVED, that the terms and conditions of employment of Full Time Legislative Secretary Anthony Coates ("the employee") shall, effective March 21, 2012 through and including to March 31, 2013, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employee is employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2011-2014 CSEA collective bargaining agreement, providing the holiday falls on a day the employee is normally scheduled to work.
3. (a) Five (5) days of personal leave will be granted per annum.

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in

which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.

4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2011-2014 CSEA contract.

VACATIONS

1. The employee shall be entitled to 15 working days of vacation per annum (January 1 to December 31).

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days/hours from one (1) year into the following year, but in no event shall the employee carry over more than 105 vacation hours from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment.

Payment is to be processed during the next overtime run. The buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 1.25 hours per month up to a total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination of the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of thirty five (35) hours. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least seventy (70) hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days or (2100) hours for use in the event of illness, but those days may not be reaccumulated for payment purposes.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town's Health Insurance Program. The Town shall pay for one hundred (100%) percent coverage for the employee if she retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for her family.

If the employee and spouse are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual or no coverage will be entitled to the health insurance buy-out. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, the former employee who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of this provision shall continue to be ineligible for family retiree health insurance coverage through the Town. However, during retirement, the former employee may reinstate his/her own family

health insurance coverage, if the former employee has dependents as defined in the Plan, in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

In the event that the employee's employment with the Town should terminate, she shall have the option, at her own expense, to participate in the Town Health Insurance Program, consistent with applicable laws, rules and regulations.

The service requirement for receipt of health insurance in retirement shall be ten consecutive years of service with the Town, and The employee must either (1) be employed by the Town on the last date immediately prior to retirement into the NYSERS; or (2) have been employed by the Town as her last public sector employer, and have continuously self-paid her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS Rules and Regulations (Part 256).

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. If the employee and spouse are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. If the employee and spouse are currently receiving (or are eligible to receive) family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

4. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee

changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from her sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.

5. The employee will be paid every two (2) weeks on Thursday of the latter week.

6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the

employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.

7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.

WAGES

The employee shall receive the following annual salary:

Effective March 21, 2012 through and including March 31, 2013: \$65,000.00

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒ Yes ☐ No

Gabrielsen ☒ Yes ☐ No

Wooten ☒ Yes ☐ No

Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared TABLED